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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके ।
Separate paging is given to this Part in order that it may be filed as a separate compilation.

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र 25 अगस्त 1970 तक प्रकाशित किये गये ।

The undermentioned Gazettes of India Extraordinary were published upto the 25th August 1970.

Issue No.	No. and Date	Issued by	Subject
279	S. O. 2668, dated 3rd August 1970.	Min. of Lab., Emp. & Rehabilitation.	Award of the National Tribunal, Calcutta on industrial disputes between the management of certain newspaper establishments and their workmen.
280	S. O. 2669, dated 4th August 1970.	Min. of Petro. & Chem. and Mines and Metals.	Amendment in the Notification No. S. O. 1093 dated 16-3-70 of this Ministry.
	का० प्रा० 2669, दिनांक 4 अगस्त 1970	पेट्रोलियम और रसायन तथा खान और धातु मंत्रालय	इस मंत्रालय के अधिसूचना सं० का० प्रा० 1093, तारीख 16 मार्च 1970 में संशोधन ।
281	S. O. 2670, dated 5th August 1970.	Ministry of Information & Broadcasting.	Approval of a film in all its language versions specified in col. 2 of the Schedule.
	एस० ओ० 2670, दिनांक 5 अगस्त 1970	सूचना और प्रसारण मंत्रालय	अनुसूची के कालम 2 में दी गई फिल्म को सभी भारतीय भाषाओं में इवान्तर की स्वीकृति ।

Issue No.	No. and Date	Issued by	Subject
	S. O. 2671, dated 5th August 1970.	Ministry of Information and Broadcasting	Approval of a film in all its language versions specified in Col. 2 of the Schedule.
	एस० प्रो० 2671, दिनांक 5 अगस्त 1970	सूचना और प्रसारण मंत्रालय	अनुसूची के काबज 2 में दी गई फिल्म को सभी भारतीय भाषाओं में रूपान्तर की स्वीकृति।
282	S. O. 2672, dated 6th August 1970.	Ministry of Foreign Trade	Jute bagging for wrapping Cotton bales to quality Control and inspection prior to export.
	का० प्रो० 2672, दिनांक 6 अगस्त 1970	विदेशी व्यापार मंत्रालय	निर्यात से पूर्व रुई की गांठों पर लपेटने के लिए जूट के टाट को गुण नियंत्रण और निरीक्षण के अध्याधीन लाने के कतिपय प्रस्ताव।
	S. O. 2672-A, dated 6th August 1970.	Ditto	Rules on Jute bagging for wrapping cotton bales.
	का० प्रो० 2672-ए, दिनांक 6 अगस्त 1970	तद्वैध	रुई की गांठों पर लपेटने के लिए जूट के टाट के बारे में नियम।
	S. O. 2672 B dated 6th August 1970.	Ditto	Recognition of the Indian Standards Institution Certification Marks with respect to the jute bagging for wrapping cotton bales.
	का० प्रो० 2672-बी, दिनांक 6 अगस्त 1970	तद्वैध	रुई की गांठों पर लपेटने के लिए जूट के टाट के बारे में भारतीय मानक संस्था प्रमाणीकरण चिन्हों को मान्यता प्रदान।
283	S. O. 2673, dated 6th August 1970.	Ministry of Home Affairs	Notifies the duty by every person in Madhya Pradesh under the provisions of clause (a) of Sub-sec. (i) of Section 2 of the Border Security Force Act, 1968 w.e.f. 12-8-70.
	एस० प्रो० 2673, दिनांक 6 अगस्त 1970	गृह मंत्रालय	सीमा सुरक्षा दल अधिनियम 1968 की धारा 2 की उपधारा (i) के खंड (क) उपबन्धों के अनुसरण में प्रत्येक व्यक्ति की इयूटी जो 12-8-70 से छह मास के लिए मध्य प्रदेश में सेवास्त होगी।

Issue No.	No. and Date	Issued by	Subject
	S. O. 2673-A, dated 6th August 1970.	Ministry of Home Affairs	Declaration of duty of every person serving in Maharashtra for six months w.e.f. 9-8-70 as active duty.
	एस० ओ० 2673-ए, दिनांक 6 अगस्त 1970	गृह मंत्रालय	प्रत्येक व्यक्ति की ड्यूटी जो 9-8-70 से छह मास के लिए महाराष्ट्र में सेवारत होगी।
284	S. O. 2673-B/18A/IDRA/70, dated 6th August 1970.	Ministry of Industrial Dev. & Internal Trade.	Authorization of the Gujarat State Textile Corporation to take over the management of the Mahalaxmi Mills Ltd., Bhavnagar.
	एस० ओ० 2673-बी/18 ए/आई० डी० आर० ए०/ 70, दिनांक 6 अगस्त, 1970	औद्योगिक विकास और आन्तरिक व्यापार मंत्रालय	गुजरात राज्य बस्त्र निगम को महालक्ष्मी मिल्स लि०, भावनगर का ग्रहण करने की प्राधिकृत।
285	S. O. 2674, dated 8th August 1970.	Ministry of Irrigation and Power.	Declaration of electrical supply to the public in the State of West Bengal as an Essential Service.
	का० आ० 2674, दिनांक 8 अगस्त 1970	सिंचाई और विद्युत मंत्रालय	पश्चिम बंगाल में जनता को विद्युत शक्ति सेवा को आवश्यक सेवा घोषित
	S. O. 2675, dated 8th August 1970.	Ditto	Prohibition of strikes in the State of West Bengal connected with the supply of electric energy to the public.
	का० आ० 2675, दिनांक 8 अगस्त 1970	तदैव	पश्चिम बंगाल राज्य में विद्युत शक्ति सेवा में हड़तालों का प्रतिबन्धन
286	S. O. 2729, dated 8th August 1970.	Ministry of Industrial Dev. & Internal Trade.	Granting of recognition for a further period of one year in respect of Forward Contracts in groundnut oil.
	का० आ० 2729, दिनांक 8 अगस्त 1970	औद्योगिक विकास तथा आन्तरिक व्यापार मंत्रालय	मूंगली के तेल की अग्रिम संविदाओं की वावत एक वर्ष की अतिरिक्त कालावधि के लिए नाम्यता प्रदान।
287	S. O. 2730, dated 10th August 1970.	Ministry of Information & Broadcasting.	Approval of the films specified in Col. 2 of the Schedule in all their language versions.

Issue No.	No. and Date	Issued by	Subject
	एस० आ० 2730, दिनांक 10 अगस्त 1970	सूचना और प्रसारण मंत्रालय	अनुसूची के कालम 2 में दी गई फिल्मों को सभी भारतीय भाषाओं के रूपान्तरों सहित स्वीकृति दान ।
	S. O. 2731, dated 10th August 1970.	Ditto	Approval of the film specified in Col. 2 of the Schedule in all its language versions.
	एस० आ० 2731, दिनांक 10 अगस्त 1970	तदैव	अनुसूची के कालम 2 में दी गई फिल्म को सभी भारतीय भाषाओं के रूपान्तरों सहित स्वीकृति दान
	S. O. 2732, dated 10th August 1970.	Ditto	Approval of the film Indian News Review No. 1137 (Western Edition) in all its language versions.
	एस० आ० 2732, दिनांक 10 अगस्त 1970	तदैव	भारतीय समाचार समीक्षा संख्या 1137 (पश्चिमी संस्करण) फिल्म की सभी भारतीय भाषाओं में स्वीकृति ।
288,	S. O. 2733, dated 10th August 1970.	Ministry of Industrial Dev. & Internal Trade	Fixation of rate at which the forward market in gur closed.
	का० आ० 2733, दिनांक 10 अगस्त 1970	औद्योगिक विकास और आन्तरिक व्यापार मंत्रालय	गुड़ का वायदा बाजार दर नियत पर बन्द ।
	S. O. 2734, dated 10th August 1970.	Ditto	Declaration of the provisions of Sections 5 to 14 and 15 of the Act to non-transferable specific delivery contracts in respect of gur.
	का० आ० 2734, दिनांक 10 अगस्त 1970	तदैव	अधिनियम की धारा 5 से लेकर 14 तक, और धारा 15 के उपबन्ध गुड़ के बारे में अमन्त-णीय विनिर्दिष्ट परिदाम संविदाओं का लागू ।
	S. O. 2735, dated 10th August 1970.	Ditto	Granting recognition to some associations for a period of 3 years from 10-8-70 to 9-8-73 in respect of forward contracts in gur.
	का० आ० 2735, दिनांक 10 अगस्त 1970	तदैव	गुड़ में अधिम संविदाओं के बारे में 10 अगस्त 1970 से लेकर 9 अगस्त 1973 तक की तीन वर्ष की कालावधि के लिए मान्यता प्रदान ।

Issue No.	No. and Date	Issued by	Subject
289	S. O. 2736, dated 11th August 1970.	Ministry of Finance.	Appointment of some persons as value s for a period of 5 years from the date of this Notification.
	एस० ओ० 2736, दिनांक 11 अगस्त 1970	वित्त मंत्रालय	इस अधिसूचना की तारीख से पांच वर्ष की कालावधि के लिए मूल्यांककों के रूप में व्यक्तियों के नाम ।
290	S. O. 2737, dated 12th August 1970.	Ministry of Information & Broadcasting	Approval of the film Indian News Review No. 1138 (Northern Edition) in all its language Versions.
	एस० ओ० 2737, दिनांक 12 अगस्त 1970	सूचना और प्रसारण मंत्रालय	भारतीय समाचार समीक्षा संख्या 1138 (उत्तरी संस्करण) फिल्म को भारतीय भाषाओं के रूपान्तरों सहित स्वीकृति दान
291	S. O. 2738, dated 12th August 1970.	Ditto	Approval of the films (1) Indian New Review No. 1138 (2) Khilaune (3) Gramdan in all their Language Versions.
	एस० ओ० 2738, दिनांक 12 अगस्त 1970	तद्वै	(1) भारतीय समाचार समीक्षा 1138 (2) खिलाऊने (3) ग्राम दान इन तीनों फिल्मों को भारतीय भाषाओं के रूपान्तरों सहित स्वीकृति दान ।
292	S. O. 2739, dated 12th August 1970.	Election Commission of India	Amendments in Notification No. 434/KL/64, dated the 30th July 1966.
	का० आ० 2739, दिनांक 12 अगस्त 1970	भारत निर्वाचन आयोग	अधिसूचना सं० 434/केरल/64, तारीख 30 जुलाई 1966 में संशोधन ।
293	S. O. 2740, dated 12th August 1970.	Ministry of Labour, Employment & Rehabilitation.	Appointments of S/Shri Syed yusuf and A. Kamala sekaran as members of the Members of the Madras Dock Labour Board vice S/Shri P. Nagarathnam and C. M. K. Viswanathan who resigned.
	का० आ० 2740, दिनांक 12 अगस्त 1970	श्रम, रोजगार और पुनर्वास मंत्रालय	सर्वश्री सैयद यूसुफ और ए० कमलासेकरन को सर्वश्री पी० नागरथनम और सी० एम० के० विश्वनाथन् के स्थान पर, जिन्होंने पद त्याग कर दिया है, मद्रास डॉक श्रम बोर्ड के सदस्य नियुक्त ।

Issue No.	No. and Date	Issued by	Subject
29	S. O. 2741, dated 13th August 1970.	Ministry of Home Affairs	Extension of period upto 31st October 1970. of the Commission of Inquiry in making its report to the Central Govt.
295	S. O. 2742, dated 13th August 1970.	Ministry of Foreign Trade	Subjecting steel tubes and tubulars to quality control and inspection prior to export
	का० आ० 2742, दिनांक 13 अगस्त 1970	विदेशी व्यापार मंत्रालय	निर्यात से पूर्व इस्पात नलियों (ट्यूबों) और नालिकाकारों (ट्यूब्यूलर्स) को क्वालिटी नियंत्रण और निरीक्षण के अध्वधीन।
	S. O. 2743, dated 13th August 1970.	Ditto	Making of the rules called the Export of steel Tubes and Tubulars (Quality control and Inspection) Rules, 1970.
	का० आ० 2743, दिनांक 13 अगस्त 1970	तदेव	इस्पात नलियों (ट्यूब्स) और नलिकाकारों (ट्यूब्यूलर्स) का निर्यात (गुण नियंत्रण और निरीक्षण) नियम 1970 का बनाना।
296	S. O. 2744, dated 14th August 1970.	Ditto	Steel bars, rods and other sections re-rolled from untested billets subjected to quality control and inspection prior to export.
	का० आ० 2744, दिनांक 14 अगस्त 1970	तदेव	अनरीक्षित बिलेटों से पुनः बेल्ड इस्पात की पट्टियाँ छड़ें और अन्य छण्ड निर्यात से पूर्व गुण नियंत्रण और निरीक्षण के अध्वधीन।
297	S. O. 2745, dated 14th August 1970.	Ministry of Petroleum & Chem. & Mines and Metals.	Order to amend the Drugs (Prices Control) Order, 1970
	S. O. 2745A, dated 14th August 1970.	Ditto	Fixation of the manufacturer's price and the retail price of all formulations of penicillin and streptomycin in injectable form.
298	S. O. 2746, dated 14th August 1970.	Min. of Food, Agr. Com. Dev. & Co-operation	Amendment in the Notification bearing S. O. 3622 dated 24-10-68 and direction to this Ministry's order S. O. 2243, dated 25-6-70 which will remain in force upto the 15th Sept. 1970.

Issue No.	No. and Date	Issued by	Subject
299	S. O. 2747, dated 17th August 1970.	Election Commission of India.	Call to fill up the vacancy so caused on the death of Shri Panampilly Govinda Menon of Kerala state,
	एस० ओ० 2747, दिनांक 17 अगस्त 1970	भारत निर्वाचन आयोग	श्री पानामपिल्ले गोविन्द मेनन की मृत्यु होने पर रिक्त स्थान को भरने के लिए केरल क्षेत्र से एक व्यक्ति की उपेक्षा ।
	S. O. 2748, dated 17th August 1970.	Ditto	Fixation of various dates in respect of 9—Mukundapuram Parliamentary constituency election in the state of Kerala.
	एस० ओ० 2748, दिनांक 17 अगस्त 1970	तद्वैव	केरल राज्य के 9 -मुकुन्दापुरम संसदीय निर्वाचन क्षेत्र में निर्वाचनीय विभिन्न तारीख ।
	S. O. 2749, dated 17th August 1970.	Ditto	Fixation of hours of election in 9—Mukundapuram Parliamentary constituency.
	एस० ओ० 2749, दिनांक 17 अगस्त 1970	तद्वैव	9 -मुकुन्दापुरम संसदीय निर्वाचन क्षेत्र में निर्वाचन समय निर्धारण
300	S. O. 2750, dated 17th August, 1970.	Ditto.	Amendment in the Notification No. 56/69-II (S.O. 89) dated the 4th January, 1969.
	एस० ओ० 2750, दिनांक 17 अगस्त 1970	तद्वैव	अधिसूचना सं० 56/69-2 (का० 89) तारीख 4 जनवरी 1969 में संशोधन ।
301	S. O. 2751, dated 18th August, 1970.	Ministry of Petro. Chem. & Mines and Metals.	Order to amend the Drugs (Prices Control) Order, 1970.
302	S. O. 2752, dated 18th August, 1970.	Election Commission of India.	Further amendment in the Notification No. 56/69-II (S.O. 89) dated the 4th January, 1969.
	एस० ओ० 2752, दिनांक 18 अगस्त 1970	भारत निर्वाचन आयोग	अधिसूचना सं० 56/69-2 (का० 89) तारीख 4 जनवरी 1969 में और आगे संशोधन ।
303	S. O. 2753, dated 18th August, 1970.	Ditto.	Amendment in the Delimitation of Parliamentary & Assembly Constituencies Order, 1966.
304	S. O. 2754, dated 18th August, 1970.	Ministry of Home Affairs.	Extension of date upto 31st December 1970 of the Commission of Inquiry for making its report to the Central Government.

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	एस० ओ० 2754, दिनांक 18 अगस्त 1970	गृह मंत्रालय	31 दिसम्बर 1970 तक बढाती समय के अन्दर जांच आयोग अपना प्रतिवेदन केन्द्रीय सरकार को देगा।
305	S. O. 2755, dated 19th August, 1970.	Election Commission of India.	Call to fill up a vacancy so caused on the death of Shri Diwan Chand of 5. Gurdaspur Parliamentary Constituency in the State of Punjab.
	एस० ओ० 2755, दिनांक, 19 अगस्त 1970	भारत निर्वाचन आयोग	श्री दीवानचन्द्र की मृत्यु होने पर पंजाब राज्य के 5-गुरदासपुर संसदीय निर्वाचन क्षेत्र रिक्ति को भरने की अपेक्षा।
	S.O. 2756, dated 19th August, 1970.	Ditto.	Fixation of various dates in respect of 5-Gurdaspur Parliamentary Constituency election in the State of Punjab.
	एस० ओ० 2756, दिनांक 19 अगस्त 1970	तदैव	पंजाब के 5-गुरदासपुर संसदीय निर्वाचन क्षेत्र में निर्वाचनीय विभिन्न तारीख।
	S. O. 2757, dated 19th August, 1970.	Ditto.	Fixation of hours of election in 5-Gurdaspur Parliamentary Constituency.
	एस० ओ० 2757, दिनांक 19 अगस्त 1970	तदैव	5-गुरदासपुर संसदीय निर्वाचन क्षेत्र में निर्वाचन समय निर्धारण।
306	S. O. 2808, dated 20th August, 1970.	Ministry of Information & Broadcasting.	Approval of the film Indian News Review No. 1139 in all its language versions.
	एस० ओ० 2808 दिनांक 20 अगस्त 1970	सूचना और प्रसारण मंत्रालय	भारतीय समाचार समीक्षा संख्या 1139 फिल्म को भारतीय भाषाओं के रूपान्तरों सहित स्वीकृति।
	S. O. 2809, dated 20th August, 1970.	Ditto.	Approval of the film Indian News Review No. 1139 (Eastern Edition) in its language versions.
	एस० ओ० 2809 दिनांक 20 अगस्त 1970	तदैव	भारतीय समाचार समीक्षा संख्या 1139 (पूर्वी संस्करण) फिल्म को भारतीय भाषाओं के रूपान्तरों सहित स्वीकृति।

Issue No.	No. and Date	Issued by	Subject
307	S. O. 2810/15/IDRA/70, dated 20th August, 1970.	Ministry of Industrial Dev. and Internal Trade.	Appointment of a body of persons for the purpose of making investigation in Cotton textiles manufactured by the Mysore Spinning & Manufacturing Co. Ltd., Bangalore and Minerva Mills Ltd., Bangalore.
	का० आ० 2810/15/आई० डी० आर० ए०/70 दिनांक 20 अगस्त 1970	औद्योगिक विकास तथा आन्तरिक व्यापार मंत्रालय	मैसूर स्पिनिंग एण्ड मैन्युफैक्चरिंग क० लि० बंगलौर और मिनर्वा मिल्स लि० बंगलौर नामक औद्योगिक मामले की जांच करने की प्रयोजनार्थ व्यक्तियों के एक निकाय की नियुक्ति ।
308	S. O. 2811, dated 22nd August, 1970.	Ministry of Petro. & Chem. and Mines & Metals.	Notice to prospect for coal in Taping Block.
309	S. O. 2812, dated 25th August, 1970.	Ministry of Information & Broadcasting.	Approval of the film Indian News Review No. 1140 all its language versions.
	एस० आ० 2812, दिनांक 25 अगस्त 1970	सूचना और प्रसारण मंत्रालय	भारतीय समाचार समीक्षा संख्या 1140 फिल्म को सभी भारतीय भाषाओं के रूपान्तरों सहित स्वीकृति ।
	S. O. 2813, dated 25th August, 1970.	Ditto.	Approval of the film Indian News Review No. 1140 (Southern Edition) in all its language versions.
	एस० आ० 2813, दिनांक 25 अगस्त 1970	तदैव	भारतीय समाचार समीक्षा 1140 (दक्षिणी संस्करण) फिल्म को सभी भारतीय भाषाओं के रूपान्तरों सहित स्वीकृति !
310	S. O. 2814, dated 25th August, 1970.	Ministry of Lab. Emp. & Rehabilitation.	Constituting a National Tribunal at Calcutta in respect of the dispute between the Owners of barges, lighters and boats and the bargemen.
	का० आ० 2814, दिनांक 25 अगस्त 1970	श्रम, रोजगार और पुनर्वासि मंत्रालय	बार्जमैनो और बार्जों, माल बाटों और नौकाओं के बीच विवाद किसी न्याय निर्णयन किसी राष्ट्रीय अधिकरण से करवाना ।
311	S. O. 2815, dated 25th August, 1970.	Ministry of Foreign Trade.	Enamelware subject quality control and inspection prior to export.

Issue No.	No. and Date	Issued by	Subject
	का० आ० 2815, दिनांक 25 अगस्त 1970	विदेशी व्यापार मंत्रालय	एनैमल का सामान निर्यात से पूर्व गुण नियंत्रण और निरीक्षण के अध्यक्षीन ।

ऊपर लिखे असाधारण राजपत्रों की प्रतियां प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गए विधिक आदेश और प्रबुद्धनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories)

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 18th November, 1970

S.O. 3902.—In pursuance of clause (a) of section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act 1948, the Central Government hereby authorises Shri A. N. Sachar, Assistant in the Embassy of India, Kuwait, to perform the duties of a Consular Agent, with immediate effect until further orders.

[No. F. T.4330/2/70.]

P. C. BHATTACHARJEE, Under Secy.

MINISTRY OF INDUSTRIAL DEVELOPMENT AND INTERNAL TRADE

(Department of Industrial Developments)

(Indian Standards Institution)

New Delhi, the 12th November 1970

S.O.3903.—In exercise of the powers conferred on me under sub-regulation (4) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time, modifications to the provisions of IS:3989-1967, details of which are mentioned in the Schedule given hereafter, have tentatively been made with a view to expediting the use of the Standard Mark, without in any way affecting the quality of goods covered by the relevant standard. This notification shall come into force with immediate effect :

THE SCHEDULE

Sl. No.	No. and Title of Indian Standard, the provisions of which have been modified	Particulars of the existing provisions	Particulars of the modifications made to the provisions.
(1)	(2)	(3)	(4)
	IS : 3989-1967 Specification for centrifugally cast (spun) iron spigot and socket soil, waste and ventilating pipes.	Clause 8.1 (i) relating to tolerances of 50 and 75mm dia barrel.	(a) <i>Nominal Diameter</i> —Delete the comma and the figure '75'. (b) <i>Nominal Diameter and Tolerance</i> —Insert the figure '75' below the existing figure '50' and the figures +3.0—5.0 below the figure '3.0'.

[No. CMD/13:4]

(Dr.) A. N. GHOSH,
Director General.

औद्योगिक विकास और आंतरिक व्यापार मंत्रालय

(औद्योगिक विकास विभाग)

(भारतीय मानक संस्था)

नई दिल्ली, 12 नवम्बर, 1970

एस० आ० 3903.—उस समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिन्ह) विनियम, 1955 के विनियम 3 के उपविनियम (4) के अधीन प्राप्त शक्तियों के आधार पर मानक चिह्न लगाने में गति लाने के उद्देश्य से IS: 3989-1967 में कुछ परिवर्तन परीक्षार्थ रूप में किया गया है, जिसके बारे में नीचे अनुसूची में दिए हैं। इस परिवर्तन से तत्सम्बन्धी भारतीय मानक के अधीन माल की किस्म पर कोई प्रभाव नहीं पड़ेगा और यह परिवर्तन तुरन्त ही लागू हो जायेगा।

अनुसूची

क्रम सं०	सारणीय मानक की पद संशोधित वर्तमान खण्डों	उपबन्धों में किए गए परि- संख्या और शीर्षक जिसके उपबन्धों का संशोधन हुआ है	की संख्या	वर्तनों के विवरण
(1)	(2)	(3)	(4)	
1.	IS : 3989-1967 अप- सारण द्वारा डले (बने) रीहे के स्टीगाट और साकेट वाले मल, गंदगी और संवातन पाइप	50 और 75 मिमी व्यास वाले बैरेल की छूटों से सम्बन्धित खण्ड 8.1 (i)	(क)	सांकेतिक व्यास-कामा और संख्या '75' को हटा दीजिए । (ख) सांकेतिक व्यास और छट-वर्तमान संख्या '50' के नीचे '75' लगाइए और संख्या ' ± 3.4 ' के नीचे संख्या ' $+3.0$ ' — 3 01 लगाइए ।

[सं० सी० एम० डी०/13:4]

(डा०) ए० एन० घोष,
महानिदेशक ।

(Department of Industrial Development)

(Indian Standards Institution)

New Delhi, the 12th November 1970

S.O. 3904—In pursuance of regulation 4 of the Indian Standards Institution (Certification) Marks Regulations, 1955, the Indian Standards Institution hereby notifies that amendment(s) to the Indian Standard(s) given in the schedule hereto annexed has been issued under the powers conferred by the sub-regulation (1) of Regulation 3 of the said Regulations.

THE SCHEDULE

Sl. No. and Title of the Indian Standard amended	No. and Date of Gazette Notification in which the establishment of the Indian Standard was notified.	No. and Date of the Amendment	Brief particulars of the Amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)	(5)
1. IS : 3196-1968 Specification for welded low carbon steel gas cylinder for the storage and transportation of low pressure liquefiable gases (first revision)	S. O. 593 dated 15 February 1969	No. 4 October 1970	(i) (Page 5)—Add the following new clause after 3.2: '3.3 The material used for the manufacture of valve pad or bung shall conform to any one of the following specifications:	Immediate

(1)	(2)	(3)	(4)	(5)	(6)
				Class I of IS : 1875-1970 Carbon steel, billets, blooms and slabs for forgings (second revision)	
				IS : 2062-1969 Structural steel (fusion welding quality) (first revision).	
				Grade C 20 of IS : 2073-1962 Carbon steel bars for production of machined parts for general engineering purposes	
				IS : 4855-1968 Bright steel bars for machining.	
				(ii) (Page 10, clause 10.1.2.1, (last sentence)—Delete the words 'and elongation'.	

[No. CMD/13 : 5]—

A. K. GUPTA,
Deputy Director General

(भौद्योगिक विकास विभाग)

(भारतीय मानक संस्था)

नई दिल्ली, 12 नवम्बर, 1970

एस० नो० 3904.—भारतीय मानक संस्था (प्रमाणन चिन्ह) विनियम 1955, के विनियम, 4 के अनुसार भारतीय मानक संस्था सूचित करती है कि उक्त विनियमों के विनियम 3 के उपविनियम (1) के अनुसार प्राप्त अधिकार के अधीन यहां अनुसूची में दिए भारतीय मानकों के संशोधन जारी किए गए हैं।

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की पद संख्या और शीर्षक	जिस गजट में भारतीय मानक तैयार होने की सूचना छपी थी उसकी संख्या और दिनांक	संशोधन की संख्या और दिनांक	संशोधन का संक्षिप्त विवरण	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)	(5)	(6)
1.	IS: 3196-1968 भल्ल दाब द्रवणीय सैसों के भंडारण और परिवहन के लिए वेल्डकृत भल्ल-कार्बन इस्पात के सिलिंडरों की विशिष्टि (पहला पुनरीक्षण)	एस० नो० 593 दिनांक 15 फरवरी 1969	संख्या 4 अक्टूबर 1970	1) (प० 5)—3.2 के बाद निम्नलिखित नया खण्ड जोड़ दीजिए। '3.3 वाल्व-पैड अथवा डाट बनाने के लिए प्रयुक्त सामग्री नीचे दी किसी भी विशिष्टि के अनुरूप हो : IS : 1875-1970 मढ़ाई की वस्तुओं के लिए कार्बन इस्पात के बिलेट ब्लूम और सिल्लियां श्रेणी 1 (दूसरा पुनरीक्षण)	तत्काल

IS : 2062-1969 संरचना
इस्पात (मलम वैलिडम किस्म)
(पहला पुनरीक्षण)

IS : 2073-1962 सामान्य
इंजीनियरी कार्यों के लिए
मशीनकृत पुर्जें तैयार करने
के लिए कार्बन इस्पात की छड़ें
की विशिष्टि का ग्रेड सी 20

IS : 4855-1968 मशीन करने
के लिए इस्पात की चमक-
दार छड़ें

(II) (पृ० 10, खण्ड 10.1.2.
1 अन्तिम वाक्य)-और
प्रलम्बन' शब्दों को हटा
दीजिए

[सं० सी० एम० डी०/13 : 5]

ए० के० गुप्ता,
उपमहानिदेशक ।

MINISTRY OF FINANCE

(Department of Banking)

New Delhi, the 27th November 1970

S.O. 3905.—Statement of the Affairs of the Reserve Bank of India, as on the 20th November, 1970

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid Up . . .	5,00,00,000	Notes	21,53,97,000
		Rupee Coin	3,66,000
Reserve Fund	150,00,00,000	Small Coin	5,74,000
National Agricultural Credit (Long Term Operations) Fund . .	172,00,00,000	Bills Purchased and Discounted :—	
		(a) Internal . . . . .	..
		(b) External	
		(c) Government Treasury Bills	19,88,96,000
National Agricultural Credit (Stabilisation) Fund . . .	37,00,00,000	Balances Held Abroad*	125,52,61,000
National Industrial Credit (Long Term Operations) Fund	95,00,00,000	Investments**	138,20,67,000
		Loans and Advances to:	
		(i) Central Government . . . . .	..
		(ii) State Governments@	160,07,50,000
Deposits—		Loans and Advances to:—	
(a) Government—		(i) Scheduled Commercial Banks†	118,06,15,000
(i) Central Government	129,29,64,000	(ii) State Co-operative Banks ††	280,16,26,000
		(iii) Others	1,37,25,000

(a) State Governments	6,17,64,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
(b) Banks		(a) Loans and Advances to :—	
(i) Scheduled Commercial Banks	179,35,70,000	(i) State Governments	34,36,16,000
(ii) Scheduled State Co-operative Banks	7,00,25,000	(ii) State Co-operative Banks	21,66,05,000
(iii) Non-Scheduled State Co-operative Banks	81,21,000	(iii) Central Land Mortgage Banks . . . . .	..
(iv) Other Banks	29,25,000	(b) Investment in Central Land Mortgage Bank Debentures Loans and Advances from National Agricultural Credit (Stabilisation) Fund	9,57,02,000
		Loans and Advances to State Co-operative Banks	5,40,62,000
		Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund:—	
(c) Others	102,42,05,000	(a) Loans and Advances to the Development Bank	26,26,71,000
Bills Payable	43,02,76,000	(b) Investment in bonds/debentures issued by the Development Bank . . . . .	..
Other Liabilities	67,31,51,000	Other Assets	22,50,68,000
	Rupees 994,70,01,000		Rupees 994,70,01,000

*Includes Cash, Fixed Deposits and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 55,41,25,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 25th day of November, 1970.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 20th day of November, 1970.
ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	21,53,97,000		Gold Coin and Bullion —		
Notes in circulation	<u>3973,12,56,000</u>		(a) Held in India	182,53,11,000	
Total Notes issued		3994,66,53,000	(b) Held outside India		
			Foreign Securities	<u>376 42.00,000</u>	
			TOTAL		558 95,11,000
			Rupee Coin		58,38,53,000
			Government of India Rupee Securities		<u>3377,32.89,000</u>
			Internal Bills of Exchange and other commercial paper		
TOTAL LIABILITIES		<u>3994,66,53,000</u>	TOTAL ASSETS		<u>3994,66,53,000</u>

Dated the 25th day of November, 1970.

S JAGANNATHAN,
Governor.

[No. P. 3(3)-BC/70]

K. YESURATNAM, Under Secy.

वित्त मंत्रालय
(बैंकिंग विभाग)

नई दिल्ली, 27 नवम्बर, 1970

एस० नो० 3905.—20 नवम्बर 1970 को रिजर्व बैंक आफ इंडिया के बैंकिंग विभाग के कार्यकलाप का विवरण ।

देयताएं	रुपये	प्राप्तियां	रुपये
घुक्ता पूंजी	5,00,00,000	नोट	21,53,97,000
भारक्षित निधि	150,00,00,000	रुपये का सिक्का	3,66,000
		छोटा सिक्का	5,74,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि	172,00,00,000	खरीदे और भुनाये गये बिल :—	
राष्ट्रीय कृषि ऋण (स्विचरीकरण) निधि	37,00,00,000	(क) देशी . . . . .	..
		(ख) विदेशी . . . . .	..
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि	95,00,00,000	(ग) सरकारी खजाना बिल	19,88,96,000
		विदेशों में रखा हुआ बकाया*	125,52,61,000
अमा-राशियां :—		निवेश**	138,20,67,000
(क) सरकारी		ऋण और अग्रिम :—	
(i) केन्द्रीय सरकार	129,29,64,000	(i) केन्द्रीय सरकार को . . . . .	..
(ii) राज्य सरकारें	6,17,64,000	(ii) राज्य सरकारों को@	160,07,50,000
(ख) बैंक		ऋण और अग्रिम :—	
(i) अनुसूचित वाणिज्य बैंक	179,35,70,000	(i) अनुसूचित वाणिज्य बैंकों को†	118,06,15,000
(ii) अनुसूचित राज्य सहकारी बैंक	7,00,25,000	(ii) राज्य सहकारी बैंकों को††	280,16,26,000
		(iii) दूसरों को	1,37,25,000
		राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से ऋण, अग्रिम और निवेश :—	

देयताएं	रुपये	आस्तियां	रुपये
		(ब) ऋण और अग्रिम:—	
(iii) गैर-अनुसूचित राज्य सहकारी बैंक	81,21,000	(i) राज्य सरकारों को	34,36,16,000
(iv) अन्य बैंक	29,25,000	(ii) राज्य सहकारी बैंकों को	21,66,05,000
		(iii) केन्द्रीय भूमिबन्धक बैंकों को	..
(ग) अन्य	102,42,05,000	(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम	9,57,02,000
इय बिल	43,02,76,000	राज्य सहकारी बैंकों को ऋण और अग्रिम	5,40,62,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि से ऋण, अग्रिम और निवेश :-	
अन्य देयताएं	67,31,51,000	(क) विकास बैंक को ऋण और अग्रिम	26,26,71,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/डिबेंचरों में निवेश अन्य आस्तियां	32,50,68,000
रुपये	994,70,01,000	रुपये	994,70,01,000

* नकदी, आवधिक जमा और अल्पकालीन प्रतिभूतियां शामिल हैं।

** राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि में से किये गये निवेश शामिल नहीं हैं।

@ राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों के अस्थायी धोवरड्राफ्ट शामिल हैं।

† रिजर्व बैंक ऑफ इंडिया अधिनियम की धारा 17 (4) (ब) के अधीन अनुसूचित वाणिज्य बैंकों को मियादी बिलों पर अग्रिम दिये गये 55,41,25,000 रुपये शामिल हैं।

†† राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।

तारीख: 25 नवम्बर, 1970।

रिज़र्व बैंक ऑफ इंडिया अधिनियम, 1934 के अनुसरण में नवम्बर 1970 की 20 तारीख को समाप्त हुए सप्ताह के लिये लेखा

रुपये विभाग

देयताएं	रुपये	रुपये	प्राप्तियां	रुपये	रुपये
बैंकिंग विभाग में रखे हुए			सोने का सिक्का और बुलियन :-		
नोट	21,53,97,000		(क) भारत में रखा हुआ	182,53,11,000	
संचलन में नोट	3973,12,56,000		(ख) भारत के बाहर रखा हुआ		
			विदेशी प्रतिभूतियां	376,42,00,000	
जारी किए गए कुल नोट		3994,66,53,000	जोड़		558,95,11,000
			रुपये का सिक्का		58,38,53,000
			भारत सरकार की रुपया प्रतिभूतियां		3377,32,89,000
			देशी विनिमय बिल और दूसरे वाणिज्य पत्र		
कुल देयताएं		3994,66,53,000	कुल प्राप्तियां		3994,66,53,000

तारीख : 25 नवम्बर, 1970 ।

एस० बसन्तलाल,
महानिरीक्षक ।

[सं० फ० 3(3)-बी० सी०/70]

के० येसूराज, अनुसचिव ।

(Department of Revenue and Insurance)

STAMPS

New Delhi, the 12th December 1970

S.O. 3906.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds to the value of seventy-seven lakhs of rupees, to be issued by the Punjab Financial Corporation, are chargeable under the said Act.

[No. 17/70-Stamp/F. No. 1/40/70-Cus. VII.]

P. K. KAPOOR, Under Secy.

(राजस्व और बोमा विभाग)

स्टाम्प

नई दिल्ली, 12 दिसम्बर, 1970

सं० 3906.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा उस शुल्क से जिसके द्वारा पंजाब वित्तीय निगम द्वारा जारी किए जाने वाले सतहत्तर लाख रुपए मूल्य के बन्ध पत्र उक्त अधिनियम के अधीन प्रभार्य हैं, छूट देती है ?

[सं० 17/70-स्टाम्प/एफ० सं० 1/40/70-सी०/शु० मूल्य VII]

पी० के० कपूर, अपर सचिव ।

MINISTRY OF PETROLEUM AND CHEMICALS AND MINES AND METALS

(Department of Petroleum and Chemicals)

New Delhi, the 21st October 1970

S.O. 3907.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (i) of section 6 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962, the right of user has been acquired in the lands specified in the schedule appended thereto for the transport of petroleum from drill site 112 to G.G.S. VII in Kalol oil field of Gujarat State.

And whereas the Oil & Natural Gas Commission has terminated the operations referred to in clause (i) of sub-section (1) of section 7 of the said act on 17th September, 1969.

Now therefore, under Rule 4 of the Petroleum Pipelines (Acquisition of Right of User in land) Rules 1963, the Competent Authority hereby notifies the said date as the date of termination of operations referred to above.

SCHEDULE

Termination of Operation of Pipeline from D.S. 112 To G.G.S. VII

Name of Ministry	Village	S.O. No.	Date of publication in the gazette of India	Date of termination of operation
PETROLEUM & CHEMICALS	UVARASAD	1788	23-7-1970	17-9-69

[No. 11(1)/69-Lab. & Legis.]

पेट्रोलियम तथा रसायन और खान तथा वायु मंत्रालय

(पेट्रोलियम तथा रसायन विभाग)

नई दिल्ली, 21 अक्तूबर, 1970

क्र० आ०सं० 3907.—यतः इस संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम पाइप लाइन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम, 1962 की धारा 6 की उप-धारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचनाओं द्वारा गुजरात राज्य के कलोल तेल क्षेत्र में व्यधन स्थल 112 से जी जी एस VII तक पेट्रोलियम के परिवहन के लिए उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः तेल और प्राकृतिक गैस आयोग ने 17-9-1969 को उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (1) में निर्दिष्ट संक्रिया को पर्यवसित कर दिया है ;

अब, अतः पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकारों का अर्जन) नियमावलि, 1963, के नियम 4 के अधीन सेक्षमप्राधिकारी उक्त तारीख को, ऊपर निर्दिष्ट संक्रिया के पर्यवसान के रूप में एतद्वारा अधिसूचित करता है।

अनुसूची

व्यधन स्थल 112 से जी जी एस VII तक पाइपलाइन की संक्रिया का पर्यवसान

मंत्रालय का नाम	गांव	सर्वेक्षण संख्या	भारत के राजपत्र में प्रकाशन की तारीख	संक्रिया के पर्यवसान की तारीख
पेट्रोलियम तथा रसायन	उवरसद	1788	23-7-1970	17-9-1969

[संख्या 11(1)/69-लेबर एण्ड लेजिस०]

New Delhi, the 22nd October 1970

S.O. 3908.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (i) of section 6 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962, the right of user has been acquired in the lands specified in the schedule appended thereto for the transport of petroleum from Well No. K-129 to G.G.S. VI in Kalol oil field of Gujarat State.

And whereas, the Oil & Natural Gas Commission has terminated the operations referred to in clause (i) of sub-section (1) of section 7 of the said act on 7th January, 1970.

Now, therefore, under Rule 4 of the Petroleum Pipelines (Acquisition of Right of User in land) Rules 1963, the Competent Authority hereby notifies the said date as the date of termination of operations referred to above.

SCHEDULE

Termination of Operation of Pipeline from Well No K-129 to G G S VI

Name of Ministry	Village	S. O. No.	Date of publication in the gazette of India	Date of termination of operation
PETROLEUM & CHEMICALS	ZULASAN	17954	23-5-1970	7-1-1970

[No. 11(1)/69-Lab. & Legis.]

M. V. S. PRASADA RAU, Under Secy.

नई दिल्ली, 22 अक्टूबर, 1970

क्र०अ०सं० 3908.—यतः इस संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम पाइप लाइन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम, 1962 की धारा 6 की उप-धारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचनाओं द्वारा गुजरात राज्य के कलोल तेल क्षेत्र में कुआं संख्या के-129 से जी जी एस VI तक पेट्रोलियम के परिवहन के लिए उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः तेल और प्राकृतिक गैस आयोग ने 7-1-1970 को उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (1) में निर्दिष्ट संक्रिया को पर्यवसान कर दिया है;

अब, अतः पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकारों का अर्जन) नियमावलि, 1963, के नियम 4 के अधीन सक्षम प्राधिकारी उक्त तारीख को, ऊपर निर्दिष्ट संक्रिया के पर्यवसान के रूप में एतद्वारा अधिसूचित करता है।

अनुसूची

कुआं संख्या के-129 से जी जी एस VI तक पाइपलाइन की संक्रिया का पर्यवसान

मंत्रालय का नाम	गांव	सर्वेक्षण संख्या	भारत के राजपत्र संक्रिया के पर्य- में प्रकाशन की वसान की तारीख तारीख
पेट्रोलियम तथा रसायन	जुलासन	1794	23-5-1970 7-1-1970

[संख्या 11(1)/69-लेबर एण्ड लेजिस०]

म० वे० शिव प्रसाद राव, अपर सचिव।

(Department of Mines and Metals)

New Delhi, the 18th November, 1970

S.O. 3909.—Whereas by the notification of the Government of India in the late Ministry of Steel, Mines and Metals (Department of Mines and Metals) No. S.O. 1353 dated the 20th April, 1968 under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in 2305.00 acres (approximately) or 933.53 Hectares (approximately) of the lands in the locality specified in the Schedules appended to that notification;

And whereas by the Notification of the Government of India in the Ministry of Petroleum and Chemicals and Mines and Metals (Department of Mines and Metals) No. S.O. 1374 dated the 18th April, 1970, under sub-section (1) of Section 7 of the said Act, the Central Government gave notice specifying a further period of one year commencing from the 20th April, 1968, as the period within which the Central Government may give notice of its intention to acquire the said land of any rights in or over such lands;

And whereas the Central Government is satisfied that coal is obtainable in 452.25 acres (approximately) or 183.16 hectares (approximately) out of the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire:—

- (a) the land measuring 178.25 acres (approximately) or 72.19 hectares (approximately) described in Schedule 'A' appended hereto; and

- (b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 274.00 acres (approximately) or 110.97 hectares (approximately) described in Schedule 'B' appended hereto

NOTE 1.—The plans of the area covered by this Notification may be inspected the Office of the Collector, Betul (Madhya Pradesh) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the National Coal Development Corporation Limited (Revenue Section), Darbhanga House, Ranchi (Bihar).

NOTE 2.—Attention is hereby invited to the provision in the section 8 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, which provides as follows:—

- "8(1) Any person interested in any land in respect of which a notification under section 7 has been issued may, within thirty days of the issue of the Notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation.—It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

- (2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquiry, if any, as he thinks necessary, submit the case for the decision of the Central Government together with the record of the proceedings held by him and a report containing his recommendations on the objections.

- (3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act".

NOTE 3.—The Coal Controller 1, Council House Street, Calcutta, has been appointed by the Central Government as the competent authority under the Act.

SCHEDULE—'A'

SUB-BLOCK—A

(Pathakhara Block-II)

Madhya Pradesh

Drawing No. Rev/15/70.

Dated 18-7-1970.

All Rights.

Serial number	Village	Patwari Circle number	Village number	Tahsil	Distt.	Area	Remarks
I.	Ranipur (RF)	..	..	Betul	Betul		Part.
Total Area : 100.25 acres (approximately) or: 40.60 Hectares (approximately).							

Land to be acquired in Ranipur Reserve Forest (Part).

Boundary Description:

A-B-C-D Lines pass through Ranipur Reserve Forest and meet at Point 'D'.

D-E-F-G Lines pass through Ranipur Reserve Forest and meet at point 'G'.

G-H Line passes through Ranipur Reserve Forest and meet at point 'H'.

All Rights.

Land to be acquired in Ranipur Reserve Forest (Part)

J-J/I Line passes through Ranipur Reserve Forest and meets at point J/1.

J/1-K-L Lines pass through Ranipur Reserve Forest (which is the common boundary of All Rights area of Gogri Block Notified u/s 7(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 vide S.O. 1516 dated 13th April, 1970 and meet at point 'L'.

L-I-J Line pass through Ranipur Reserve Forest (which is the part common boundary of All Rights area of Pathakhara Block-'A' acquired u/s 9(1) of Coal Bearing Areas (Acquisition and Development) Act, 1957 vide S.O. 2760 dated 19th September, 1963 and meet at starting Point 'J'.

SUB-BLOCK—'C'

Madhya Pradesh.

Dated 18-7-1970.

(Showing lands where rights to mine, quarry, bore, dig and search for win, work and carry away minerals are to be acquired).

Mining Rights.

[illegible]

Mining Rights to be acquired in Ranipur Reserve Forest (Part), and plot No. 24/1(Part) in village Bagdona.

Boundary Description:

- M-N-O-P-Q Lines pass through Ranipur Reserve Forest (Which is along the part common boundary of All Rights area of Pathakhera Block-A acquired u/s 9(1) of Coal Bearing Areas (Acquisition and Development) Act, 1957 vide S.O. 2760 dated 19th September 1963 and meet at point 'Q'.
- Q-R Line passes through Ranipur Reserve Forest (which is along the part common boundary of Mining Rights area of Pathakhera Block 'A' acquired u/s 9(1) of Coal Bearing Areas (Acquisition and Development) Act, 1957 vide S.O. 2760 dated 19th September, 1963 and meets at point 'R'.
- R-S-T Lines pass through Ranipur Reserve Forest and Village Bagdona Plot No. 24/1 and meet at point 'T'.
- T-G Line passes through village Bagdona plot No. 24/1 and Ranipur Reserve Forest and meets at point 'G'.
- G-F-E-D-C-B-A Lines pass through Ranipur Reserve Forest (which is the common boundary of Sub-Block-'A' All Rights area) and met at point 'A'.
- A-M Line passes through Ranipur Reserve Forest (which is along the part common boundary of All Rights area of Pathakhera Block-A acquired u/s 9(1) of Coal Bearing Areas (Acquisition and Development) Act, 1957 vide S.O. 2760 dated 19th September, 1963 and meets at starting point 'M'.

SUB-BLOCK—'D'

Mining Rights.

Serial number	Village	Patwari Circle number	Village number	Tahsil	Distt.	Area	Remarks.
1	Ranipur (RF)	..	..	Betul	Betul		Part.
Total area : 21.00 acres (approximately). or : 8.50 hectares (approximately).							

Mining Rights to be acquired in Ranipur Reserve Forest (Part).

Boundary Description:

- V-W Line passes through Ranipur Reserve Forest (which is along the part common boundary of Mining Rights area of Gogri Block notified u/s 7(1) of Coal Bearing Areas (Acquisition and Development) Act, 1957 vide S.O. 1516 dated 13th April, 1970 and meets at point 'W'.
- W-U Line passes through Ranipur Reserve Forest and Meets at point 'U'.
- U-V Line passes through Ranipur Reserve Forest (which is along the part common boundary of Mining Rights area of Pathakhera Block 'A' acquired u/s 9(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 vide S.O. 2760 dated 19th September, 1963 and meets at point 'V'.

[No. C3-2(10)/70.]

K. SUBRAHMANYAN, Under Secy.

(खान तथा धातु विभाग)

नई दिल्ली, 18 नवम्बर, 1970

का०आ० 3909:—यतः कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) के अधीन भारत सरकार के भूतत्पूर्व इस्पात, खान और धातु मंत्रालय (खान और धातु विभाग) की अधिसूचना सं० का० आ० 1353, तारीख 20 अप्रैल, 1968 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से उपाबद्ध अनुसूचियों में विनिर्दिष्ट परिक्षेत्र में 2305.00 एकड़ (लगभग) या 933.53 हेक्टेयर (लगभग) भूमियों में कोयले के लिए पूर्वेक्षण करने के अपने आशय की सूचना दी थी ;

और यतः उक्त अधिनियम की धारा 7 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम तथा रसायन और खान तथा धातु मंत्रालय (खान तथा धातु विभाग) की अधिसूचना सं० का०आ० 10374 तारीख 18 अप्रैल, 1970 द्वारा केन्द्रीय सरकार ने 20 अप्रैल, 1968 को आरम्भ होने वाली एक वर्ष की और कालावधि को उस कालावधि के रूप में जिसके भीतर केन्द्रीय सरकार उक्त भूमियों को या ऐसी भूमियों में या उन पर किसी अधिकार को अर्जित करने के अपने आशय की सूचना दे सकती है, विनिर्दिष्ट करते हुए सूचना दी थी ;

और यतः केन्द्रीय सरकार का समाधान हो गया है कि उक्त भूमियों में से 452.25 एकड़ (लगभग) या 183.16 हेक्टेयर (लगभग) में कोयला उपलब्ध है;

अतः अब उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निम्नलिखित को अर्जित करने के अपने आशय की सूचना देती है :—

- (क) इससे उपाबद्ध अनुसूची 'क' वर्णित 178.25 एकड़ (लगभग) या 72.19 हेक्टेयर (लगभग) परिमाण की भूमि; और
- (ख) इससे उपाबद्ध अनुसूची (ख) में विणित 274.00 एकड़ (लगभग) या 110.97 हेक्टेयर (लगभग) परिमाण की भूमियों में खनिजों के खनन, खदान क्रिया, बौर करने, खोदने के लिए और उन की तलाश करने, उन्हें प्राप्त करने, कार्य करने और ले जाने के अधिकार ;

टिप्पण 1

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखाओं का निरीक्षण कलकटर, बैतूल (मध्य प्रदेश) के कार्यालय में या कोयला नियन्त्रक, 1, कार्जसल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या राष्ट्रीय कोयला विकास निगम लिमिटेड (राजस्व) अनुभाग, वरभांगा हाउस, रांची (बिहार) के कार्यालय में किया जा सकता है ।

टिप्पण 2

एतद्वारा कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 8 के उपबद्ध की और ध्यान आकर्षित किया जाता है जिसमें निम्नलिखित उपबन्ध हैं :—

- “8 (1) किसी ऐसी भूमि में, जिसके बारे में धारा 7 के अधीन अधिसूचना जारी की गई है, हितबद्ध कोई व्यक्ति अधिसूचना के जारी किए जाने के तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग के या ऐसी भूमि में या उस पर किन्हीं अधिकारों के अर्जन पर आक्षेप कर सकेगा ।

स्पष्टीकरण :

किसी व्यक्ति का यह कहना है वह स्वयं कोयले के उत्पादन के लिए भूमि में खनन संक्रियाएँ आरम्भ करना चाहता है और यह कि ऐसी संक्रियाएँ केन्द्रीय सरकार द्वारा या किसी अन्य व्यक्ति द्वारा आरम्भ नहीं की जानी चाहिए, इस धारा के अन्तर्गत आक्षेप नहीं होगा।

(2) उपधारा (1) के अधीन प्रत्येक आक्षेप समक्ष प्राधिकारी को लिखित रूप में किया जायगा और समक्ष प्राधिकारी आक्षेपकर्ता को स्वयं या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसे सब आक्षेपों को सुनने के पश्चात् और ऐसे अतिरिक्त जांच, यदि कोई हो, करने के पश्चात्, जो वह आवश्यक समझे मामले को अपने द्वारा की गई कार्यवाहियों के अभिलेख और आक्षेपों पर अपनी सिफारिशों वाली एक रिपोर्ट के साथ केन्द्रीय सरकार के विनिश्चय के लिए भेजेगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति भूमि में हितबद्ध समझा जाएगा जो यदि इस अधिनियम के अधीन वह भूमि या ऐसी भूमि में या उस पर कोई अधिकार अर्जित किए जाएँ तो, प्रतिकर में हित का दावा करने का हकदार होगा।”

टिप्पण-3

कोयला नियन्त्रक-1, काउंसिल हाउस स्ट्रीट, कलकत्ता को केन्द्रीय सरकार द्वारा अधिनियम के अधीन समक्ष प्राधिकारी के रूप में नियुक्त किया गया है।

उप खण्ड 'क'

अनुसूची-‘क’

(पायाखेड़ा खण्ड-11)

सध्य प्रवक्ष

सभी अधिकार

ड्राईंग सं० राजस्व/15/70

तारीख 18-7-1970

क्रम सं०	ग्राम	पटवारी सफिल सं०	ग्राम सं०	तहसील	जिला	क्षेत्र	टिप्पणियां
1	रानीपुर (आरक्षित वन)	—	—	बैतूल	बैतूल		भाग
							कुल क्षेत्र : 100.25 एकड़ (लगभग)
							या: 40.60 हेक्टेयर (लगभग)

रानीपुर आरक्षित वन (भाग) में अर्जित की जाने वाली भूमि

सीमा वर्णन

क-ख-ग-घ लाइसें रानीपुर आरक्षित वन से होकर गुजरती हैं और (घ) बिन्दु पर मिलती हैं।

घ-ङ-च-छ लाइसें रानीपुर आरक्षित वन से होकर गुजरती हैं और 'छ' बिन्दु पर मिलती हैं।

छ-ज लाइन रानीपुर आरक्षित बन से होकर गुजरती है और 'ज' बिन्दु पर मिलती है ।

ज-क लाइन रानीपुर आरक्षित बन से होकर गुजरती है (जो कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(1) के अधीन का० आ० 2760 तारीख 19 सितम्बर, 1963 के द्वारा, अर्जित पायाखेड़ा खण्ड-क के सभी अधिकार क्षेत्र की भागतः सामान्य सीमा के साथ है) और 'क' बिन्दु प मिलती है ।

उप खण्ड-ख

सभी अधिकार

क्रम ग्राम सं०	पटवारी सफिल सं०	ग्राम सं०	तहसील	जिला	क्षेत्र	टिप्प- णियाँ
1. रानीपुर (आरक्षित बन)	—	—	बैतूल	बैतूल	भाग	
कुल क्षेत्र : 78.00 एकड़ गभग)						
या : 31.95 हेक्टेयर (लगभग)						

रानीपुर आरक्षित बन (भाग) में अर्जित की जाने वाली भूमि

सीमा वर्णन :

ब-अ/1 लाइनें रानीपुर आरक्षित बन से होकर गुजरती है और "ब/1" बिन्दु पर मिलती है ।

ब/1-ठ-ठ लाइनें रानीपुर आरक्षित बन से होकर गुजरती हैं (जो कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 7(1) के अधीन का० आ० सं० 1516 तारीख 13 अप्रैल, 1970 द्वारा अधिसूचित गोगरी खण्ड के सभी अधिकार क्षेत्र की सामान्य सीमा है) और (ठ) बिन्दु पर मिलती है ।

ठ-अ-अ लाइनें रानीपुर आरक्षित बन से होकर गुजरती हैं (जो कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(1) के अधीन, का० आ० सं० 2760 तारीख 19 सितम्बर, 1963 द्वारा अर्जित पायाखेड़ा के खण्ड 'क' के सभी अधिकार क्षेत्र की भागतः सामान्य सीमा है), और आरम्भिक बिन्दु 'आ' पर मिलती है ।

अनुसूची—'क'

उप-खण्ड 'ग'

(पाथापेड़ा खण्ड—II)

मध्य प्रदेश

आईग सं० राजस्व/15/76

तारीख 18-7-1970

(वे भूमियां दर्शित करने वाली जहां खनिजों के खनन, खदान क्रिया मोर करने, खोदने और उन्हें प्राप्त करने के लिए तलाश करने, खनित करने और ले जाने के लिए अधिकार अर्जित किए जाने हैं)

खनन अधिकार

क्रम सं०	ग्राम	पटवारी सफिल सं०	ग्राम सं०	तहसील	जिला	क्षेत्र	टिप्पणियां
1.	रानीपुर (भारक्षित बन)	—	—	बैतूल	बैतूल		भाग
2.	बागडोना	23	453/1	बैतूल	बैतूल		भाग
				कुल क्षेत्र : 253.00 एकड़ (लगभग)			
				या : 102.47 हैक्टेयर (लगभग)			

रानीपुर भारक्षित बन (भाग) और बागडोना ग्राम में प्लॉट सं० 24/1 (पी) में अर्जित किए जाने वाले खनन अधिकार ।

सीमा वर्णन

ब-ड-ण-त-थ	लाइनें रानीपुर भारक्षित बन से होकर गुजरती हैं (जो कोयला क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(1) के अधीन का० आ० 2760 तारीख 19 सितम्बर, 1963 द्वारा अर्जित पाथापेड़ा खण्ड क के सभी अधिकार क्षेत्र की भागतः सामान्य सीमा के साथ हैं) और 'थ' बिन्दु पर मिलती हैं ।
ब-द	लाइन रानीपुर भारक्षित बन से होकर गुजरती है (जो कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(1) के अधीन, का० आ० 2760 तारीख 19 सितम्बर, 1963 द्वारा अर्जित पाथापेड़ा खण्ड-क के खनन अधिकार क्षेत्र की भागतः सामान्य सीमा के साथ है) और 'द' बिन्दु पर मिलती है ।
द-ध-न	लाइनें रानीपुर भारक्षित बन और ग्राम बागडोना प्लॉट सं 24/1 से होकर गुजरती हैं और 'न' बिन्दु पर मिलती हैं ।
न-छ	लाइन ग्राम बागडोना प्लॉट सं० 24/1 और रानीपुर भारक्षित बन से होकर गुजरती हैं और 'छ' बिन्दु पर मिलती है ।
छ-ब-ड-घ-ग-ख-क	लाइनें रानीपुर भारक्षित बन से होकर गुजरती हैं (जो उप-खण्ड क सभी अधिकार क्षेत्र की सामान्य सीमा है) और 'क' बिन्दु पर मिलती हैं ।

क-ड लाइन रानीपुर आरक्षित बन से होकर गुजरती है (जो कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(1) के अधीन, का० आ० 2760-तारीख 19 सितम्बर, 1963 द्वारा अर्जित पायाखेड़ा खण्डक के सभी अधिकार क्षेत्र की भागतः सामान्य सीमा के साथ है) और (ड) आरम्भिक बिन्दु पर मिलती है।

खनन अधिकार

उप-ख-ड-घ

क्रम सं०	ग्राम	पटवारी सर्फिल सं०	ग्राम सं०	तहसील	जिला	क्षेत्र	टिप्पणियाँ
1.	रानीपुर (आरक्षित बन)	—	—	बैतूल	बैतूल	भाग	
				कुल क्षेत्र : 21.00 एकड़ (लगभग) या : 8.50 हेक्टेयर (लगभग)			

रानीपुर आरक्षित बन (भाग) में अर्जित किए जाने वाले खनन अधिकार सीमा वर्णन

- फ-ब लाइन रानीपुर आरक्षित से होकर गुजरती है (जो कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 7 (1) के अधीन का० आ० 1516-तारीख 13 अप्रैल, 1970 द्वारा अधिसूचित गोगरी खण्ड के खनन अधिकार क्षेत्र की भागतः सामान्य सीमा के साथ है) और 'ब' बिन्दु पर मिलती है।
- ब-प लाइन रानीपुर आरक्षित बन से होकर गुजरती है और 'प' बिन्दु पर मिलती है।
- प-फ लाइन रानीपुर बन से होकर गुजरती है (जो कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9 (1) के अधीन, का० आ० 2760-तारीख 19 सितम्बर, 1963 द्वारा अर्जित पायाखेड़ा खण्ड 'क' के खनन अधिकार क्षेत्र की भागतः सामान्य सीमा के साथ है) और (फ) बिन्दु पर मिलती है।

[सं० सी० 3-2 (10)/70]

के० सुब्रह्मण्यन, अवर सचिव।

MINISTRY OF LABOUR EMPLOYMENT AND REHABILITATION
(Department of Labour and Employment)

New Delhi, the 10th November 1970

S.O. 3910.—In exercise of the powers conferred by sub-sections (3) and (4) of section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby appoints Shri A. Venkatesan, Chairman, Madras Port Trust as Chairman and Member of the Madras Dock Labour Board with retrospective effect from the forenoon of the 30th September, 1970 vice Shri T. K. Parameswaran Nambiar, and makes the following further amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. 3475 dated the 23rd September, 1968, namely:—

In the said notification, for the words "Shri T. K. Parameswaran Nambiar" in both places where they occur, the words "Shri A. Venkatesan" shall be substituted.

[No. 54/5/69-Fac.II.]

श्रम, रोजगार और पुनर्वास मंत्रालय

(श्रम और रोजगार विभाग)

नई दिल्ली, 10 नवम्बर 1970

क्र०प्र० 3910.—डॉक कर्मकार (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) की धारा 5क की उपधारा (3) और (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार अतद्वारा श्री ए० वेंकटेशन, अध्यक्ष, मद्रास पोर्ट ट्रस्ट, को श्री टी०के० परमेश्वरन् नम्बियार के स्थान पर 30 सितम्बर, 1970 के पूर्वार्द्ध से अतलक्षी प्रभाव से मद्रास डॉक श्रम बोर्ड के अध्यक्ष और सदस्य के रूप में नियुक्त करती है और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) को अधिसूचना सं० 3475 तारीख 23 सितम्बर, 1968 में और आगे निम्न-लिखित संशोधन करती है, अर्थात् —

उक्त अधिसूचना में, "श्री टी०के० परमेश्वरन् नम्बियार" शब्दों के, उन दोनों स्थानों में जहाँ वे आते हैं स्थान पर 'श्री ए० वेंकटेशन' शब्द प्रतिस्थापित किए जाएंगे।

[सं० 54/5/69-फैक 2]

S.O. 3911.—The following draft of a scheme, further to amend the Madras Dock Workers (Regulation of Employment) Scheme, 1956, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 14th December, 1970.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Madras Dock Workers (Regulation of Employment) Amendment Scheme, 1970.

2. In clause 16 of the Madras Dock Workers (Regulation of Employment) Scheme, 1956 (hereinafter referred to as the said Scheme), in sub-clause (2), after category (f), the following categories of workers and the footnote shall be inserted, namely:—

- "(g) Supervisor.
- (h) Clerk.
- (i) General Purpose Mazdoor
- (j) Rigger including Rigging Foreman.
- (k) Carpenter.

FOOTNOTE.—General Purpose Mazdoor in (i) above will mean the workers who have hitherto been working in the docks as markers, stitchers, gear distribution mazdoors, dunnage laying mazdoors, barket menders, trimming stitchers, net sling menders, cleaning gang workers and women sweepers."

Supervisors mean permanent and casual supervisors employed by stevedores in the casual pool or member of the Madras Stevedores Association or steamer agents or their contractors prior to registration under this scheme.

Clerks means receipt clerks, other dock clerks and labour indenting supervisors/clerks whether permanent or casual employed by stevedores in the casual pool or members of the Madras Stevedores Association or steamer agents or their contractors prior to registration under this Scheme.

3. In clause 18 of the said Scheme,—

(A)(i) in sub-clause (1) after para (a), the following paras shall be inserted, namely:—

"(aa)" Any dock worker who is already under the employment of—

(i) the casual pool of the Madras Stevedores Association; or

(ii) the members of the Madras Stevedores Association; or

(iii) the Shipping Companies of Steamer Agents or their contractors, subject to satisfactory proof of their employment for at least 24 months prior to the date of amendment of this Scheme with any of the above organisations mentioned above and subject to medical fitness and age not exceeding 58 years shall be eligible for registration under this Scheme."

(aaa) The age of retirement of the above categories of workers shall be 58 years:

Provided that such a worker can continue to work upto 60 years subject to the worker being declared medically fit for the work he is doing on attaining the age of 58 years and annually thereafter until he reaches the age of 60.

(A)(ii) after item (c), the following proviso shall be added, namely:—

"Provided further that the number of persons to be registered as determined by the Board shall be subject to approval by the Central Government."

(B) in sub-clause (2), after item (v), the following item shall be inserted namely:—

"(vi) The masters of the ships may engage the crew of the ship for rigging and fitting of derricks and for carrying out all the functions and duties as laid down in Schedule III. In other cases, registered Riggers including Rigger Foremen or General Purpose Mazdoors only shall be employed for such work and on requisition made by registered employers."

4. In clause 31 of the said Scheme, after first proviso to sub-clause (2), the following proviso shall be inserted, namely:—

"Provided further that the new workers registered under the Scheme shall continue to be eligible for the same minimum guaranteed wages which they were getting prior to their registration."

5. In Schedule I of the said Scheme, in sub-clause (2), after category (f), the following categories of workers shall be inserted, namely:—

"(g) Supervisor.

(h) Clerk.

(i) General Purpose Mazdoor.

(j) Rigger including Rigging Foreman.

(k) Carpenter."

6. After Schedule II of the said Scheme, the following Schedule shall be inserted, namely:—

SCHEDULE III

(1) **Duties and Functions of the General Purpose Mazdoor.**—The types of dock work that a general purpose mazdoor may be called upon to perform are mainly the following:—

(a) Cleaning of cargo holds or tanks, bilges, beams, decks, tunnels, alleyways or any other part of the ship required to be cleaned.

- (b) Collection of cargo sweepings on board ships or ashore, filling them in bags or other packings, stitching and removal or handling of same.
- (c) Handling, supplying and laying of dunnage wood, matting, pallets or any other cargo-separation media.
- (d) Handling and protection of gunny bales (used for supply of empty gunnies for bagging of bulk cargo on board or ashore) including opening of bales and distribution of gunny bags to different work points on board a vessel for the purposes of trimming and stitching on foodgrain vessels.
- (e) Writing by hand or by stencil of import and export packings with stencil or paint mark either on board ship or ashore including marking of trimming bags.
- (f) Gear distribution, collection and protection work on board ship or ashore, levelling of bulk cargo, mending of baskets, stitching and repair of slings and mats and unlashng of cargo.
- (g) Any other work of general nature connected with the loading and unloading operation of a vessel, which is not the scheduled work of any other specific category of dock workers, as and when required by the employers.

(2) **Duties and Functions of the Riggers.**—To rig derricks on board the vessel, opening and closing of hatches of mechanised type, lashing cargoes, removing and stacking of feeder boards.

(3) **Duties and Functions of Carpenter.**—Repairing, coopering of all cargo packing whether on board or ashore or in cargo lighters working alongside, construction of wooden feeders and separations and securing of cargo in the holds or on deck pertaining to carpentry.

[No. 62/1/69-Fac.II.]

क्र० आ० 3911.—मद्रास डाक कर्मकार (नियोजन का विनियमन) स्कीम, 1956 में और आगे संशोधन करने के लिए एक स्कीम का निम्नलिखित प्राव्य, जिसे केन्द्रीय सरकार डाक कर्मकार (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए बनाने की प्रस्तापन करती है, उक्त उपधारा) द्वारा यथा अपेक्षित उन सभी व्यक्तियों की सूचना के लिए प्रकाशित किया जाता है जिनका उसके द्वारा प्रभावित होना संभाव्य है; और एतद्वारा सूचना दी जाती है कि उक्त प्राव्य पर 14-12-1970 को या उसके पश्चात् विचार किया जाएगा।

उक्त प्राव्य के बारे में किसी व्यक्ति से इस प्रकार विनिर्दिष्ट तारीख से पूर्व प्राप्त होने वाले आक्षेपों या मुद्दाओं पर केन्द्रीय सरकार द्वारा विचार किया जाएगा।

प्राव्य स्कीम

1. इस स्कीम को मद्रास डाक कर्मकार (नियोजन का विनियमन) संशोधन स्कीम, 1970 कहा जा सकेगा।

2. मद्रास डाक कर्मकार (नियोजन का विनियमन) स्कीम, 1956 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के खण्ड 18 म उपखण्ड (2) म, प्रवचन (च) के पश्चात् कर्मकारों के निम्नलिखित प्रवच और आदेश—टिप्पण अंतः स्थापित किए जाएंगे, अर्थात्:—

“(छ) अध्यक्ष

(ज) लिपिक

(झ) सधारण प्रयोजन मजदूर

(प्र) मजक जिसमें मज्जाकारी फोरमैन सम्मिलित है

(ट) काष्ठकार

पाब-डिस्पणः—ऊपर (ख) में साधारण प्रयोजन मजदूर से वे कर्मकार अभिप्रेत होंगे जो अब तक डाक में चिह्नक, सीबक, गियर वितरक मजदूर, डनेज रखने वाले मजदूर, टोकरी ठीक करने वाले, समतलन, सीबक जाल रस्सी सुधारक, सफाई टोली कर्मकार और महिला छाड़कश के रूप में काम करते रहे हैं।”

पर्यवेक्षकों: से नौभरकों द्वारा आकस्मिक पूल में या मद्रास नौभरक संगम के सदस्यों या स्टीमर अभिकर्ताओं या उनके सविदाकारों द्वारा इस स्कीम के अधीन रजिस्ट्रीकरण से पूर्ण नियोजित स्थायी और आकस्मिक पर्यवेक्षक अभिप्रेत है।

लिपिकों: से नौभरकों द्वारा आकस्मिक पूल में या मद्रास नौभरक संगम के सदस्यों या स्टीमर अभिकर्ताओं या उनके सविदाकारों द्वारा इस स्कीम के अधीन रजिस्ट्रीकरण से पूर्ण नियोजित आवर्ती लिपिक, अन्य डांक लिपिक और श्रमिकों के लिए इंडेंट करने वाले पर्यवेक्षक/लिपिक अभिप्रेत हैं चाहे वे स्थायी हों या आकस्मिक।

3. उक्त स्कीम के खण्ड 18 में, --

(क) उपखण्ड (1) में पैरा (क) के पश्चात् निम्नलिखित पैरा अन्तः स्थापित किया जाएगा, अर्थात्: --

“(क) कोई डांक कर्मकार जो पहले ही: --

- (i) मद्रास नौभरक संगम के आकस्मिक पूल के या ;
- (ii) मद्रास नौभरक संगम के सदस्यों के ; या
- (iii) स्टीमर अभिकरणों की पोत परिवहन कम्पनियों या उनके सविदाकारों के नियोजन के अन्तर्गत हों, उपर वर्णित संगठनों में से किसी में इस स्कीम के संशोधन की तारीख से पूर्व न्यूनतम 24 मास के अपने नियोजन के समाधानप्रब प्रमाण के अध्यधीन और स्वास्थ्य योग्यता के अध्यधीन और आयु 60 वर्ष से अनधिक हो तो इस स्कीम के अधीन रजिस्ट्रेशन के पात्र होगा।”

(कक) कर्मकारों के उपयुक्त प्रवर्गों की सेवा निवृत्ति की आयु 58 वर्ष होगी ;

परन्तु ऐसा कर्मकार इस बात के अध्यधीन 60 वर्ष तक काम कर सकेगा कि कर्मकार 58 वर्ष की आयु का होने पर और उसके पश्चात् प्रतिवर्ष जब तक कि वह 60 वर्ष की आयु प्राप्त नहीं कर लेता उस काम के लिए जो वह कर रहा है स्वास्थ्य की दृष्टि से यों य कर दिया जाए।

क (ii) मद (ग) के पश्चात् निम्नलिखित परन्तुक जोड़ा जाएगा, अर्थात्: --

परन्तु यह और कि बोर्ड द्वारा यथा अवधारित रजिस्ट्रीकृत किए जाने वाले व्यक्तियों की संख्या केन्द्रीय सरकार द्वारा अनुमोदन के अध्यधीन होगी।

(ख) उपखण्ड (2) में, मद (v) के पश्चात् निम्नलिखित मद अन्तः स्थापित की जाएगी, अर्थात्:

“(iv) पोत मास्टर पोत के कर्मी दल को डेरिकों की सज्जा करने और फिटिंग करने के लिए और अनुसूची 3 में, अधिकथित सभी कृत्यों और कर्तव्यों के करने के लिए लगा सकते हैं। अन्य मामलों में केवल रजिस्ट्रीकृत सज्जकों, जिनमें सज्जाकारी फौरमैन मन्मलिक हैं या साधारण प्रयोजनों मजदूरों को ही ऐसे कार्य के लिए रजिस्ट्रीकृत नियोजकों द्वारा अपेक्षा किए जाने पर नियोजित किया जाएगा।”

4. उक्त स्कीम के खण्ड 31 में, उपखण्ड (2) के प्रथम परन्तुक के पश्चात्, निम्नलिखित अन्तः स्थापित किया जाएगा, अर्थात्: --

“परन्तु यह और की स्कीम के अधीन रजिस्ट्रीकृत नए कर्मकार गारंटी की गई उसी न्यूनतम मजदूरी के पात्र रहेंगे जो वे अपने रजिस्ट्रीकरण से पूर्व प्राप्त कर रहे थे।”

5. उक्त स्कीम की अनुसूची 1 में उपखण्ड (2) म, प्रवर्ग (च) के पश्चात् कर्मकारों के निम्नलिखित प्रवर्ग अन्तः स्थापित किए जाएंगे, अर्थात्: --

(छ) पर्यवेक्षक।

(ज) लिपिक।

(झ) साधारण प्रयोजन मजदूर।

(स) सज्जक जिसमें सज्जाकारी फोरमैन सम्मिलित है।

(ट) काष्ठकार।

6. उक्त स्कीम की अनुसूची 2 के पश्चात्, निम्नलिखित अनुसूची अन्तः स्थापित की जाएगी अर्थात्: --

अनुसूची

(1) साधारण प्रयोजन मजदूरों के कव्य और कर्तव्य:—डाक कार्य के प्रकार जिन्हें करने लिए साधारण प्रयोजन मजदूर को कहा जा सकेगा, मुख्यतः निम्नलिखित हैं:—

(क) स्थोरा फलकाओं या टैकों, नितलों, धरणों, डेकों, टनल, गलियारों या पौत के किसी अन्य भाग की जिसकी सफाई अपेक्षित हो, सफाई करना।

(ख) पौतों के फलक या तट पर स्थोरा अवशेषों को एकत्र करना, उनको धौलों में या अन्य पैकियों में भरना, उनको सीना, हटाना या संभालना।

(ग) डनेज काष्ठ, चटाई, पैलेटों या किसी अन्य स्थोरा—पथक्करण साधन को संभालना, प्रदत्त करना और रखना।

(घ) बोरा गांठों (पौत पर या तट पर खुले स्थोरा को बोरो में भरने के लिए खाली बोरो के प्रदाय के लिए प्रयुक्त) का संभालना और अनुरक्षण करना,

जिम में गांठों का खोलना और बोरो को अनाज जलयानों पर समतलन और सिलाई के प्रयोजनों के लिए जलयान के विभिन्न कार्य केन्द्रों को वितरित करना।

(ङ) आयात और निर्यात पैकियों की हाथ से या स्टैसिल से स्टैसिल या रंग चिन्हन के द्वारा पौत पर या तट पर लिखाई जिसमें समतलन बोरो का चिन्हन सम्मिलित है।

(च) गिया वितरण पौत पर या तट पर एकत्र करने या अनुरक्षण का कार्य खुले स्थोरा का समतलन, टोकरी ठीक करना, रस्सियों और चटाइयों की सिलाई और मरम्मत करना और स्थोरा का खोलना।

(छ) जलयान की लदाई और उतराई संकियाओं से संबंधित साधारण प्रवृत्ति या कोई जो अन्य कार्य डाक कर्मकारों के किसी अन्य विनिर्दिष्ट प्रवर्ग या अनुसूचित कार्य नहीं है, जैसे ही जब कि नियोजकों द्वारा अपेक्षित हो।

(2) सज्जकों के कर्तव्य और कृत्य:—जलयानों पर डेरिकां की सज्जा करना, यांत्रिक प्रकार के फलकाओं को खोलना और बन्द करना स्थोरा को खोलना, दायक तख्तों को हटाना और एक स्थान पर लगाना

- (3) काष्ठकार के कर्तव्य और वृत्त्य.—काष्ठकारी संबंधी सभी स्थोरा पैविगों की चाहे पोत पर हों-या तट पर-या साथ काम कर रहे स्थोरा सालबोटों में, मरम्मत करना, उन्हें बनाना, लकड़ी के ढायकों और पृथकारकों का सन्निर्माण और फलकाओं में या ड्रेक पर स्थोरा को सुरक्षित करना ।

[सं० 62/1/69—फैक 2]

New Delhi, the 20th November 1970

S.O. 3912.—In exercise of the powers conferred by sub-sections (1) and (3) of section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby establishes a Dock Labour Board for the port of Bombay to be known by the name of the Bombay Dock Labour Board and appoints the following persons as the members thereof, namely:—

Members representing the Central Government:

- (1) Shri L. M. Nadkarni, Chairman, Bombay Port Trust.—*Chairman.*
- (2) The Deputy Chairman, Bombay Dock Labour Board.
- (3) The Regional Labour Commissioner (C), Bombay.
- (4) The Commissioner of Labour, Bombay.
- (5) The Deputy Zonal Manager, Port Operations, Food Corporation of India, Bombay.

Members representing the dock workers

Representatives of the Transport and Dock Workers' Union.

- (1) Shri S. R. Kulkarni. (2) Shri M. G. Kotwal, (3) Shri K. A. Khan and
- (4) Shri K. R. Prabhudesai

Representative of the Bombay Stevedores and Dock Labourers' Union

- (5) Shri H. N. Trivedi.

Members representing the employers of dock workers and shipping companies:
Representatives of the Bombay Stevedores' Association.

- (1) Shri D. A. Dhunjibhoy, (2) Shri S. C. Sheth, (3) Shri B. K. Dubash

Representative of the Indian National Ship Owners' Association.

- (4) Shri Rasiklal H. Narechania

Representative of Karmahom Conference (Foreign Shipping interests).

- (5) Shri N. M. Mehta.

2. The Central Government hereby nominates Shri L. M. Nadkarni, Chairman, Bombay Port Trust, Bombay as the Chairman of the said Board.

[No. 51/5/69—Fac.II.]

C. RAMDAS, Dy. Secy.

नई दिल्ली, 20 नवम्बर 1970

का० आ० 3912.—डाक कर्मकार (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) की धारा 5—क की उपधारा (1) और (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा मुम्बई पत्तन के लिए एक डाक श्रम बोर्ड स्थापित करती है जिसका नाम मुम्बई डाक श्रम बोर्ड होगा और निम्नलिखित व्यक्तियों को उसके सदस्यों के रूप में नियुक्त करती है, अर्थात्:—
केन्द्रीय सरकार का प्रतिनिधित्व करने वाले सदस्य :

- | | | |
|-----------------------------|---|---------|
| 1. श्री एल० एम० नादकर्नी, | } | अध्यक्ष |
| अध्यक्ष, मुम्बई पत्तन न्यास | | |

- 2 उपाध्यक्ष, मुम्बई डाक श्रम बोर्ड ।
- 3 प्रादेशिक श्रम आयुक्त (सी), मुम्बई ।
- 4 श्रम आयुक्त, मुम्बई ।
- 5 प्रादेशिक उपप्रबन्धक, पत्तन संक्रियाएं
भारतीय खाद्य निगम, मुम्बई ।

डाक कर्मकारों का प्रतिनिधित्व करने वाले सदस्य :

- | | | |
|---------------------------|---|---|
| 1 श्री एम० आर० तुलकर्णी | } | ट्रांसपोर्ट एण्ड डाक वर्कर्स यूनियन के प्रतिनिधि । |
| 2 श्री एम० जी० कोतवाल | | |
| 3 श्री के० ए० खान | | |
| 4 श्री के० आर० प्रभुदेसाई | | |
| 5 श्री एच० एन० त्रिवेदी | | मुम्बई स्टिचिंग्स एण्ड डाक सेबरर्स
यूनियन का प्रतिनिधि । |

डाक कर्मकारों के नियोजकों और पोत परिवहन कंपनियों का प्रतिनिधित्व करने वाले सदस्य :

- | | | |
|------------------------------|---|--|
| 1 श्री डी० ए० धनजी भाई | } | [मुम्बई नौमरक संगम, लिमिटेड के प्रतिनिधि । |
| 2 श्री एस० सी० सेठ | | |
| 3 श्री बी० के० दुबास | | |
| 4 श्री रमिक लाल एच० नेरचनिया | | |
| | | इंडियन नेशनल शिप आनर्स एसोसिएशन का प्रतिनिधि कर्महोम कान्फ्रेंस (विदेशी पोत परिवहन हित) का प्रतिनिधि । |

2 केन्द्रीय सरकार एतद्वारा श्री एल० एम० नादकर्णी, अध्यक्ष, मुम्बई पत्तन न्यास, मुम्बई को उक्त बोर्ड का अध्यक्ष नामनिर्दिष्ट करती है ।

[सं० 51/5/69 फेक 2]

सी० राम दास, उप सचिव ।

(Department of Labour and Employment)

New Delhi, the 26th November 1970

S.O. 3913.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Bombay Port Trust, Bombay and their workmen, which was received by the Central Government on the 19th November 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL BOMBAY
REFERENCE No. CGIT-18 of 1968

PARTIES :

Employers in relation to the Bombay Port Trust.

AND

their workmen represented by the Bombay Port Trust General Workers' Union

PRESENT :

Shri A. T. Zambre, Presiding Officer.

APPEARANCES:

For the employer.—Shri R. K. Shetty, Deputy Legal Adviser, Bombay Port Trust.

For the workmen.—Dr. S. Maitra, General Secretary, Bombay Port Trust General Workers' Union.

Shri S. K. Shetye, General Secretary, Bombay Port Trust Employees' Union.

STATE: Maharashtra.

INDUSTRY: Major Ports & Docks.

Bombay dated 29th October, 1970

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation, Department of Labour and Employment have by their Order No. 28(63)/68-LR/III dated 14th August 1968 have referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the Bombay Port Trust, Bombay and their workmen in respect of the matters specified in the following schedule:—

SCHEDULE

"Whether the demand that the staff in the following categories of the Marine Oil Terminal establishment working at Butcher Island should not be rotated at regular intervals with the staff of the corresponding categories of that establishment working at Trombay Manifold is justified?

Electrician, Grade I and Grade II Wireman and Assistant Wireman.

2. The circumstances giving rise to this dispute may be stated in brief as follows:—

The employers, the Trustees of the Port of Bombay, have laid down a net work of oil pipelines in the Trustees area and there are also electrical installations in connection with the pipelines telephones, street lighting domestic lighting etc., and the main places of work in connection with these lines are situated at Wadala, Pir Pau, Trombay, Butcher Island, Alexandra Dock etc. The workmen concerned in this reference are the employees working at two places viz., Trombay Manifold and Butcher Island in the electrical section. As per former arrangement the repairs, maintenance etc., and all other work in connection with the oil pipelines at Trombay was partly under the control of the Engineer Butcher Island and partly under the control of the foreman Wadala. Similarly the electrical work in this area was partly under the control of the Engineer, M.O.T. Butcher Island and partly under the control of the electrical foreman Northern Division. Before the year 1966 the oil pipelines from Pir Pau Jetty were connected to steam and diesel boosters but after 1966 the employers have laid down new pipelines and decommissioning the steam and diesel boosters the pipelines were connected to electrical boosters. In the beginning of 1966 they also installed a new 11 kv sub-station at Pir Pau and Trombay Manifold and hence the employers had organized the electrical work in the Trombay Region and at the Marine Oil Terminal at Butcher Island. The Engineer M.O.T. Butcher Island from the point of view of location easy accessibility of the user plant distance etc., was better suited to look after the said works at Trombay region than the electrical foreman Wadala and hence the Trustees brought all these works under the unified control of the Engineer Marine Oil Terminal, Butcher Island by Trustees Resolution No. 684 of 21st June 1966.

3. When the management introduced unified control of the electrical installations at Trombay Region and the Butcher Island they had issued a notice of change dated 21st April 1966, which *inter alia* provided that the staff of the categories mentioned in the schedule to the order of reference working at Butcher Island would be generally rotated at regular intervals with the staff of the corresponding categories working at Trombay Manifold. The Bombay Port Trust General Workers' Union had raised an objection to this change and it wanted the employees of these categories not to be transferred to any other place. They raised a dispute which was by an agreement referred to this Tribunal under section 10(2) of the Industrial Disputes Act.

4. The Bombay Port Trust General Workers' Union has by its statement of claim contended that the employers had given an advertisement in the newspapers about vacancies of the electrician. They had interviewed several applicants and thereafter they appointed the personnel for the electrical sections specifically for the Marine Oil Terminal Butcher Island by issuing written appointment letters. The employees were not rotated and transferred and they are not liable to be

transferred as they have been specifically appointed for the M.O.T. Butcher Island. They have also contended that there was a dispute on the question of rotation of personnel appointed for the Marine Oil Terminal Butcher Island with other sections of the employers' establishment. The dispute was referred to the Central Government Industrial Tribunal under reference 11/63 and there was an award. It has been further contended that a similar question has been decided in the award in Ref. No. CGIT-46/63 about workmen employed in the oil pipe sections which was also pertaining to rotation and in view of these two awards it was only open to the employers to post the employees at Butcher Island according to the seniority of the non-scheduled staff working at Trombay Manifold but it was not open to them to rotate any of the employees working at Butcher Island with Trombay Manifold staff. The two awards have not been vacated and it was not open to the employers to rotate the employees working at Butcher Island and transfer them to other places. It was further contended that there was no material change in the circumstances and the working conditions etc., between what was prevailing at the time of the two awards and today and there was no justification whatsoever for the employers to attempt to rotate at regular intervals the electrical staff with their counterparts working at Trombay Manifold.

5. The employers have by their written statement opposed the reference first on the technical contention that the reference pertains to a dispute relating to the question of deployment of electricians grade I at the Trombay Manifold and at Butcher Island and this question about the deployment of staff or their rotation or transfer from place to place having regard to the exigencies of the work is a managerial function and the reference was not competent. They have denied that the electrical staff was appointed specifically for the M.O.T. Butcher Island and have contended that the employers have not stated in their order that the employees would be confined to Butcher Island alone. It is alleged that it is an implied term of contract of employment that a workman is liable to be transferred or rotated from place to place having regard to the requirements of the employers and the exigencies of work and unless there is a stipulation in the letter of appointment that the workmen would not be transferred to any other place there is no question of any right of the employees.

6. As regards the union's contention about the award in Ref. No. CGIT-11 of 1963 it has been contended that the dispute was withdrawn by the parties. The Tribunal had not gone into the merits of the case and if there is any observation it would be irrelevant. About the other award in Ref. No. 46/63 it is alleged that the dispute involved in that particular reference was on the question of rotation of many categories of staff in the oil pipe sections at Wadala, Butcher Island, Trombay, Pir Pau and Alexandra Docks which are scattered at different places far away from one another in the Port Trust Estate whereas the present dispute was confined only to the four categories of the electrical staff working at the Trombay Manifold and at Butcher Island which were close to each other and there is no bar of any *res-judicata*.

7. It has been further contended there is a material change in circumstances since the awards. The employees at the two places have been brought under the unified control of a single engineer M.O.T. Butcher Island which was not the case at the time of the disputes in those references and there is no bar of any kind. It is contended that it is more convenient for the employers to rotate the four categories of electrical staff at the Trombay Manifold with their counterpart at Butcher Island. Some of the members of the non-scheduled staff are still being rotated between Trombay Manifold and the Butcher Island and there is no reason why the 35 members of the electrical staff should not be rotated between the Trombay Manifold and the Butcher Island in the interest of smooth discharge of electrical work and the demand of the union that the electrical staff mentioned in the terms of reference should not be transferred and rotated between the Trombay Manifold and the Butcher Island should be rejected.

8. The Bombay Port Trust Employees Union which was allowed to appear has by its statement of claim supported the employers' contentions about rotation. The union represents some of the employees working under the Engineer M.O.T. Butcher Islands and has contended that the changes proposed by the management by their notice dated 21st April 1968 are in the larger interests of all the employees working under the Engineer, Marine Oil Terminal, Butcher Island as they would get an opportunity to work at both the places. It has alleged that between the electrical staff including the electricians grade I and grade II and the wiremen and assistant wire-

men working at both the places there is a combined seniority as per the employment conditions and have the same rights and obligations in respect of posting and the members of the M.O.T. Employees Union working at the Trombay Manifold have desired the rotation of all electrical staff on the analogy of similar practice followed in respect of instrument fitters and the helping mazdoors etc. It has contended that the employees of the Engineer M.O.T. who are posted at Butcher Island have no right to be permanently posted at that place to the detriment of the employees of the same section working at Trombay Manifold. The demand of the electrical staff working at the Butcher Island not to be rotated was not justified and an award should be passed permitting the employers to rotate the employees at the two places.

9. On the day of the hearing of the reference i.e., 24th July, 1970 Shri Montra the General Secretary of the B.P.T. General Workers' Union submitted that the union was anxious to settle the dispute through negotiations and was not anxious to pursue the matter in the proceedings and he should be allowed to withdraw the dispute. He filed a petition to that effect and actually withdrew himself from the proceedings. The Dy. Legal Adviser of the Bombay Port Trust Shri Shetty submitted that the union may not take part in the proceedings but they have no right to withdraw the dispute referred to this Tribunal and this Tribunal shall have to pass an award. The legal Adviser further submitted that the rotation of the workmen concerned in the reference was held up on account of the objections raised by the union. The reference is pending since long and has to be adjourned from time to time on account of the applications of the union and at least now the award should be passed without delay. But as the Bombay Port Trust Employees Union had filed a statement of claim the reference was adjourned. On the adjourned date of hearing Shri Moltra the General Secretary of the B.P.T. General Workers' Union appeared and requested for permission to withdraw the withdrawal application and subsequently on 1st September, 1970 submitted that the workers of the electrical section who were the workmen involved in this reference had appointed Advocate Shri H. K. Sowani to represent them and finally the B.P.T. General Workers' Union's case was argued by Shri Sowani.

10. The parties have not led any oral evidence, but have produced a number of documents and have requested the Tribunal to decide the issue on the strength of the pleadings, the documents and the arguments.

11. The Bombay Port Trust Employees Union had supported the contentions raised by the employers and had submitted that the proposed change for rotation was in the larger interests of all the employees working in the Marine Oil Terminal, and thereby they would get an opportunity to do work at both the places and it was only the B.P.T. General Workers' Union which had opposed the change and rotation. By their statement of claim they had opposed the change mainly because of the two awards and have stated:

"It is the submission of this union that under 2 awards in Reference No. CGIT-11/1963 and CGIT-46 of 1963 it is only open to the employers to post at Butcher Island according to seniority of the non-scheduled staff working at Trombay Manifold but it is not open to the employers to rotate any of the employees working at Butcher Island with Trombay Manifold staff".

The Bombay Port Trust has contended that these awards will not come in the way of the present reference as the facts and subject matter in these references were different. The issue involved in those references have been stated by the B.P.T. General Workers' Union in their statement of claim and it is clear that those references were in respect of the employees in the oil pipeline section and the workmen of the electrical section were not concerned in them. The reference order in CGIT-11 of 1963 is as follows:—

"Whether the non-scheduled staff of the oil pipeline section employed at the Marine Oil Terminal.....".

Similarly the order in reference No. 46/63 is as follows:—

"Whether the workmen employed in the oil pipeline section at Butcher Island, Trombay, Pir Pau, Wadala, Alexandra Docks be rotated....".

It is clear from the present schedule that the workers involved in this reference are of the electrical section and I do not think that there will be any bar of res-judicata due to the awards in the two references.

12. Moreover it is clear that in Ref. No. CGIT-11 of 1963 no award has been passed and the reference has been withdrawn. Though the union has not fully stated the paragraph in question the employers have given in their written statement the relevant portion of the para in the final order which states:—

"Shri S. Moitra, General Secretary, Bombay Port Trust General Workers' Union stated that he does not want to press this reference and prayed to be allowed to withdraw it. Dr. Shanti Patel, General Secretary of the Bombay Port Trust Employees' Union thereupon stated that he had no objection to this reference being withdrawn without prejudice to all his rights and contentions and submissions in the industrial dispute in Ref. No. CGIT-46 of 1963 pending before this Tribunal which was referred for adjudication to this Tribunal by the Ministry of Labour and Employment's Order No. 28/76/63-LRIV dated 23rd October, 1963.

In the circumstances I allow Shri Moitra to withdraw this reference without prejudice to the rights and contentions of all parties in the industrial dispute Ref. No. CGIT-46 of 1963 pending before this Tribunal. In the result this reference is disposed of as withdrawn."

From these paragraphs it is clear that the learned Tribunal has not passed any award and permitted the parties to withdraw the dispute subject to their rights and there is no question of any bar owing to this final order in that reference.

13. As regards Ref. No. 46/1963 it is clear that the facts in that reference are entirely different from the facts in the present reference. The question involved in that reference was of the rotation of so many categories of staff in the oil pipeline section at the Butcher Island, Pir Pau, Wadala and Alexandra Dock which are scattered at different places far away from each other whereas the present dispute about rotation is confined only to the four categories of technical staff working at the two places, Trombay Manifold and the Butcher Island and as the workers involved in this reference also were different, the award will not bar the present proceedings.

14. The learned Counsel Shri H. K. Sowani has argued that Ref. No. CGIT-46/63 involved various categories of workers and hence the scope of that reference was much wider than the scope of the present reference and in view of the award the demands of the workers were justified. I do not think that this circumstances can be considered in favour of the workmen. On the contrary as that reference involved various categories of workmen stationed at so many distant places and its scope was much wider it will not come in the way of the present reference. Further as the workmen involved were of different categories there is no question of that reference being binding against the employers in the present proceedings.

15. Moreover it cannot be ignored that after these proceedings there is a material change in the circumstances. It is not in dispute that the employers have reorganized the electrical work in the Pir Pau and Trombay region and the Marine Oil Terminal, Butcher Island and brought all these workers under the unified control, of the Engineer, Butcher Island. The employers have produced a copy T.R. No. 684 of 21st June 1966 which shows that the reorganization had to be effected in the interest of smooth and efficient working of the 11 Kv sub-station at Pir Pau which was commissioned in the beginning in 1966. The resolution further shows that the maintenance of electrical installations, oil pipelines, telephones, Trombay Bund roadway, lighting and domestic lighting which was looked after by the electrical formen was transferred under the unified control of Engineer, M.O.T. Butcher Island. The latter officer from the point of view of location and easy accessibility of the user plant, distance etc., was better suited to look after the said work and considering the location of the two places also there appears to be much substance in the contention of the employers that it is convenient for them to rotate the four categories of electrical staff at the Trombay Manifold with their counterpart at Butcher Island.

16. It is also clear that the four categories of staff working at the Trombay Manifold have common seniority with the four categories of their counterparts working at Butcher Island. If a senior post occurs at Butcher Island then the man in Trombay has got a right to be promoted. If rotation is not allowed there will be a conflict. The Engineer, M.O.T. Butcher Island is controlling the electrical sub-section and there is need for a unified control and he should have the necessary authority to change the staff in the interest of the smooth and efficient working of the pipelines and in the changed circumstances the rotation of the electrical staff will be proper and necessary and the demand of the electrical staff at Butcher Island that they should not be rotated is not justified.

17. The electrical staff working at Butcher Island and Trombay Manifold belong to the same category. It is a managerial function to see how the staff should be distributed at the various places of work. The union has not alleged any *mala fides* on the part of the management in proposing the change and the rotation of staff and it being a managerial function I do not think that a Tribunal will be justified in interfering and employees will not be justified in opposing the rotation and transfers. The Deputy Legal Adviser of the Bombay Port Trust has invited my attention to the ruling reported in 1966 1 LLJ p. 440 (Syndicate Bank Ltd., and its workmen) which was pertaining to a dispute about the transfer of a clerk from one branch to another branch. In this case it has been held:—

"There is no doubt that the banks are entitled to decide on a consideration of the necessities of banking business whether the transfer of an employee should be made to a particular branch. There is also no doubt that the management is in the best position to judge how to distribute its employees between the different branches. We are therefore of opinion that the Industrial Tribunals should be very careful before they interfere with the orders made by the banks in the discharge of their managerial functions. It is true that if an order of transfer is made *mala fide* or for some ulterior purpose like punishing an employee for his trade union activities the Industrial Tribunals should interfere and set aside such an order, because the *mala fide* exercise of power is not considered legal exercise of power."

In the present case as the union has not even suggested *mala fides* on the part of the management I do not think that the employees will be justified in demanding that they should not be rotated with their counterparts in the Trombay Manifold.

18. Learned Counsel Shri Sowani has argued that Butcher Island was regarded as a separate place. The staff from Butcher Island was not brought to the mainland at any time. The employees at Butcher Island had accepted the services in adverse circumstances. Those people had taken serious hazards in accepting service at Butcher Island. Now the Island is developed and the employees at Butcher Island have got moral grounds to ask that they should not be transferred from that place. It may be that the Island may not have been developed before some 30 years, but now that question has no relevance as almost all the present employees have been appointed after 1955. The employers have also produced a copy of the advertisement inviting applications for the staff in the electrical section. It is nowhere stated in the advertisement that they would be confined only to the Butcher Island and the contention that the employees have got a right not to be transferred has no substance.

19. The Deputy Legal Adviser of the Bombay Port Trust Shri Shetty has argued that the employees at the Butcher Island have a shift of 12 hours out of which eight are normal working hours and four are treated as fixed overtime and thus the employees working there daily earn 16 hours wages whereas at the Trombay Manifold which is on the mainland the employees do not get overtime though they are part and parcel of the Engineer M.O.T. establishment and there is heart burning amongst the workers. Shri Shetty on behalf of the Bombay Port Trust Employees Union has also submitted that as the employees are of the same category there is absolutely no reason why all the employees should not get a chance to work at Butcher Island. The parties have not led any evidence about the overtime wages. But from what has been stated by the Port Trust I think it should take immediate steps to employ more workers and see that the employees are not required to work for such a long time which would be hazardous and risky to their health. As the employers have installed a big substation of 11 Kv at Pir Pau and have reorganized the establishment there is a material change and the employees are not justified in opposing the change and rotation proposed to be effected and their demand that they should not be rotated at regular intervals with the staff of the corresponding categories of the establishment working at Trombay Manifold is not justified and they are not entitled to any relief. Hence my award accordingly.

No order as to costs.

(Sd.) A. T. ZAMBRE,

Presiding Officer,
Central Government Industrial Tribunal, Bombay.

[No. 28/63/68-LRIII/P&D.]

New Delhi, the 27th November 1970

S.O. 3914.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to Messrs Bomanji Dhunjibhoy Private Limited, Bombay and their workmen, which was received by the Central Government on the 10th November, 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE No. CGIT-8 OF 1967

PARTIES:

Employers in relation to M/s. Bomanji Dhunpibhoy Pvt. Ltd.,

AND

Their Workmen

PRESENT:

Shri A. T. Zambre, Presiding Officer.

APPEARANCES:—

For the employers—Shri S. D. Vimadalal, Advocate, with Shri K. D. Mehta, Solicitor and Shri F. S. Vakil, Advocate, instructed by M/s. Payne and Co., Solicitors.

For the workmen—Shri H. K. Somani, Advocate, instructed by Shri I. S. Sawant, Assistant Secretary, Transport and Dock Workers Union, Bombay.

STATE: Maharashtra.

INDUSTRY: Major Ports and Docks.

Bombay, the 24th October, 1970

AWARD

The Government of India, Ministry of Labour, Employment and Rehabilitation, Department of Labour and Employment, by their Order No. 28(91)/66-LRIV dated 27th March 1967 have referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to M/s. Bomanji Dhunjibhoy Pvt. Ltd., Bombay and their workmen in respect of the matters specified in the following schedule:—

SCHEDULE

“(1) Whether the management of M/s. Bomanji Dhunjibhoy (Pvt.) Ltd., Bombay is justified in not implementing the recommendations of the Central Wage Board for Port & Dock Employees at Major Ports? If not, to what relief are the dock employees of the management entitled?

(2) Whether the Scheme of gratuity in force in the afore-mentioned company requires any improvement? If so, in what manner?”

2. The employer company is a shipping contractor of British India Steam Navigation Company and also undertakes the business of Dubash, Chipping and Painting work and supply of stores and materials required by the ships. The company has got two establishments one at Mazgaon known as Mazgaon office and the other at Crawford Market. The union has alleged that the work done by the employees of the company is in connection with the loading and unloading movement or storage of cargoes or work in connection with the preparation of ships and other vessels for the receipt or discharge of cargoes and the employees are dock workers. The workers of the company had on or about 28th April 1965 served the company with a charter of demands through the union. These demands included revision of pay scales, dearness allowance, holidays conveyance charges etc. A dispute was raised and there were conciliation proceedings and there was a failure report. After some correspondence Government issued an order of reference referring only the two points regarding the Central Wage Board re-

commendations and gratuity for adjudication. The union has alleged that the recommendations of the Central Wage Board are applicable to all the employees who are dock workers. The employer had not implemented the recommendations. The rate of gratuity was too low and the amount a workman would receive would be very small compared to the amount generally received by a workman in similar concerns. The conditions for payment of gratuity are very harsh and the workmen should be granted relief by implementing the recommendations of the Wage Board and modifying the scheme of gratuity.

3. The employers have by their written statement opposed the reference on various contentions. The reference was resisted on the ground that the Central Government had at first refused to refer the industrial dispute for adjudication and they had no jurisdiction to pass a second order in respect of the same subject matter. They had exceeded their jurisdiction and the reference was invalid. It was further contended that the workers had entered into a settlement with the company by an agreement dated 20th March 1956 in respect of scales of pay, dearness allowance etc. That agreement has not been terminated and the present reference was not maintainable. There were other contentions that the employees of the company had left the union and the union had no authority to act on their behalf. Regarding the merits of the issues it was alleged by the management that the recommendations of the Central Wage Board were not applicable to their employees and even if it was held that the recommendations were applicable the chipping and painting work had gone down considerably in recent years. There is a sharp drop in the dock work of the company and the company could not afford to effect an increase in any wages.

4. The matter was hotly contested. First the parties argued the preliminary issue about the validity of the reference as the Central Government had at first refused to refer the dispute and subsequently changed their mind and had made the reference in respect of two demands. After hearing the parties at length I had my order dated 12th September 1969 held that the order of reference was an administrative order and the appropriate Government had power to review the same and there was no question of the reference being invalid and I had directed that the reference should be proceeded with and fixed it for hearing.

5. The hearing was fixed on various occasions but it had to be adjourned for one reason or the other. In the meantime the employers have produced copies of two letters purporting to have been written by 17 workers and sent to the Transport and Dock Workers Union and which were forwarded to them. In these letters it is stated by the 17 workers that they were not members of the union and that the union should not appear for them against the management in connection with the charter of demands in CGIT No. 8 of 1967, and the matter had to be adjourned as the employers wanted to produce the affidavits of the workers. The management has today produced the affidavits of the 16 workmen in which they have stated that they are not members of the union and they did not want to press the demands and proceed with the reference. In view of this circumstance the union has submitted in writing that they do not want to press the reference before the Tribunal and the reference may be disposed of accordingly.

6. It is clear from the record that the workers concerned in the reference are mostly the office staff which includes supervisors supervising the work in the docks and others work in the office. The affidavits of the 16 workmen also show that they do not want to press the demands and do not want any relief. They have not led any evidence and as they do not want to proceed with the reference it shall have to be held that they are not entitled to any relief. Hence my award accordingly.

No order as to costs.

(Sd.) A. T. ZAMBRE,
Presiding Officer,
Bombay.

[No. 28/91/66-LR-IV/P&D.]

AJIT CHANDRA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 26th November 1970

S.O. 3915.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Chennai (Madras), in the industrial dispute between the employers in relation to the Indian Overseas Bank and their workmen, which was received by the Central Government on the 24th November, 1970.

BEFORE THE INDUSTRIAL TRIBUNAL, CHENNAI

Thurs day the 22nd day of October, 1970

Thiru S. Swamikkannu, B.Sc., M.L., Industrial Tribunal.

INDUSTRIAL DISPUTE No 9 OF 1970

(In the matter of the dispute for adjudication versus 10(1)(d) of the Industrial Disputes Act 1947 between the workmen and the management of Indian Overseas Bank, Madras-2.

BETWEEN

The President, All India Overseas Bank Employees Union, "College" House 17, Baker Street, Madras-1.

AND

The General Manager, Indian Overseas Bank, Post Box No. 3765, 151, Mount Road, Madras-2.

REFERENCE:

Order No. 23/80/69/LRIII, dated 12th January 1970 of the Ministry of Labour, Employment and Rehabilitation Department of Labour and Employment) Government of India, New Delhi.

This dispute coming on for final hearing on Wednesday the 16th day of September, 1970, upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiruvallargal G. Venkataraman and A. L. Somayaji, Advocates for the Union and of Thiruvallargal C. Ramakrishna and N.G.R. Prasad, Advocates for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following:—

AWARD

This is an Industrial Dispute between the employers in relation to the Indian Overseas Bank, Madras and their workmen in respect of regularisation of services of the drivers D. Sivalingam and M. Ponnuswami as Bank drivers.

2. The claimants represented by All India Overseas Bank Employees' Union, have filed a claim statement, inter alia contending that the claimants are treated as the personal drivers of the Assistant General Managers and not as the employees of the Bank, that the Bank cannot be allowed to circumvent the provisions of the Industrial Law and to afford direct employment by the Assistant General Managers resorting to such arrangements, that the drivers are employed to drive the cars which belong to the bank, that in other words, the cars are not the personal properties of the Assistant General Managers, that the concerned managers are entitled to the amenity of being provided with the Bank car, that if any accident happens to the car, the responsibility is only on the Bank and not on the concerned Managers, that there are drivers in the permanent service of the Bank doing the same work and placed under similar circumstances, and they are entitled to all the benefits of the Drivers as per the terms of the settlement dated 14th December, 1966, that this settlement is only an improvement on the service conditions provided by the Desai Award, that they are entitled to a minimum total wage of Rs. 290.84 (Basic pay Rs. 92; Special Allowance Rs. 40; Dearness allowance Rs. 147.84; and House Rent Allowance Rs. 110), that the present Drivers are paid only Rs. 90 per mensem, that they have to work for more than 12 hours every day and that the Drivers also do the other Bank work. It is further contended that on a prior occasion around 1958 and as a result of the settlement before Regional Labour Commissioner, the management absorbed 3 similar Drivers into the permanent service of the Bank, that recently also another Driver at Alleppey Branch was also absorbed, that the Assistant General Managers when they go on tour for any official purpose also take these drivers for driving the cars.

that the duties of these drivers are permanent work which are to be done by the Bank for the benefit of its executives, and the Bank cannot get such things done by resorting to this arrangement and the Union contends that they are not personal employees of the Executives. The workers claim permanency with effect from 5th October, 1968 for Sri D Sivalingam and from 16th February, 1968 for Sri M Ponnuswamy.

3 The management have filed a counter statement, *inter alia*, submitting that Sri S V Sundaram and Sri M V Bhat, the Assistant General Managers of the Bank have been provided with cars, that Sri M. Ponnuswamy and Sri D Sivalingam are the personal drivers of these two Assistant General Managers and they are not the employees of the Bank and they drive the vehicle for them and their families and they do not do any Bank work, that since they are the domestic servants of the Assistant General Managers, the Union cannot raise an industrial dispute, as the Industrial Disputes Act would not cover their cases, that hence the respondent submits that the dispute regarding the absorption of these two drivers in the regular service of the Bank is not maintainable and the reference is liable to be rejected on this ground itself and that since this is a question relating to the maintainability of the dispute and it is a question of jurisdiction, this may be treated as a preliminary issue. It is further contended on behalf of the management that the cars of the Assistant General Managers do belong to the Bank, the drivers are not employed by the Bank, that they are employed by the Assistant General Managers on the terms and conditions they think fit, that these two drivers do not sign the attendance register maintained by the Bank and they do not attend the Bank during the regular office hours, that whenever the Assistant General Managers go on leave or on tour it is not as though these drivers come and attend the bank and do such other work that may be assigned to them by the Bank, that unlike the drivers employed by the bank, these two drivers cannot be called upon to do the bank's work such as taking cash, carrying stationery or taking some other officers. It is further contended that they attend exclusively to the personal convenience of the Assistant General Managers and may do such other personal work that may be assigned to them by the two Assistant General Managers, that therefore the allegations that these two drivers are doing the same work and are placed under similar circumstances like the permanent drivers employed by the bank is incorrect that these two drivers have been attending only to the personal work entrusted to them by the Assistant General Managers, that the bank is not aware of what salary the drivers are paid by the Assistant General Managers that the drivers who are in the permanent service of the bank will have to attend during regular bank hours that they will have to sign the attendance, that they are covered by other conditions of service applicable to the bank employees, that they are subject to the disciplinary control of the bank, that the permanent drivers of the bank will have to drive any vehicle belonging to the bank and they will have to drive the vehicle when asked for by any officer to do so, that they attend to the bank's work such as carrying cash, stationery and such other work relating to the bank, but that the position regarding the two drivers employed by the Assistant General Managers is entirely different as they do not do any work for the bank and they are not within the control of the bank, that they are exclusively employed by the two Assistant General Managers as their personal employees and that they drive the vehicles for the concerned Assistant General Managers and their families and do the personal work that may be entrusted to them by the Assistant General Managers. As regards the driver at Alleppey branch who was absorbed in the bank's service, it is contended in the counter statement, that the case referred to is entirely different from the case of these two drivers that the driver at the Aleppey branch was attending to the bank's work such as carrying cash etc and therefore the bank took this into consideration and absorbed him as a driver of the bank, and that such is not the case here. It is contended that the allegation in the claim statement that when the Assistant General Managers go on official tour they take these drivers for driving is not correct, that the Assistant General Managers whenever they go on official tour, they either go by air or by train and very rarely they go by car and that even if such occasions arise, they would take other cars belonging to the bank and a driver employed by the bank. It is further contended in the counter that the two drivers are the personal employees of the two executives that the work of these two drivers is also not permanent, that the bank executives can engage drivers if they so choose or they can drive the vehicles themselves and as such the work of the drivers is not permanent, that the two drivers are the private drivers of the executives and for this reason it cannot be said that they are working for the benefit of the bank that in fact in the settlement between the petitioner—Union and the bank entered into on 14th December 1966, the clause relating to drivers makes a clear distinction between a private driver employed by the bank's officers and a driver

employed by the bank for bank's work and that it is the management's prerogative to decide the drivers it needs and as such the demand of the Union that these two drivers, who are personal drivers, of the executives, should be absorbed as permanent employees of the bank is not justified.

4. The point for determination is the issue referred to in the reference, which runs as follows:—

“Whether Sarvashri D. Sivalingam and M. Ponnuswamy, drivers of the cars provided by the Indian Overstas Bank to Sarvashri S. V. Sundaram and M. V. Bhat, Assistant General Managers of the Bank are entitled to be absorbed in the regular services of the Bank? If so, from what date?”

5. On behalf of the Union, W.Ws-1 to 7 were examined and on behalf of the management, M.Ws-1 to 4 were examined.

6. Thiru C. R. Chandrasekaran, the President of the All India Overseas Bank Employees' Union, Madras has examined himself as W.W-1 and has deposed that from the year 1957, he has been occupying responsible post as an office bearer or committee member in the Union and his contact with the Union was from the year 1956. He deposes that both Sivalingam and Ponnuswamy are members of the Union, that in the year 1958, there was a dispute before the Regional Labour Commissioner between the present management and the workers on a similar issue as the instant one, as the absorption of three similar drivers into the permanent service of the Bank. Ex. W-1 dated 24th June, 1957 is the letter written by the Conciliation Officer to the General Secretary of the Indian Overseas Bank Employees' Union, stating that the conciliation Officer is enclosing a copy of the letter Ex. W-2 dated 20th June, 1957 received from the Indian Overseas Bank Ltd. for his information and comments, if any. In Ex. W-2, the management have stated that the three drivers concerned have been in the personal employment of the three Assistant General Managers and they can be treated only as belonging to the personal establishment of the Officers concerned. Ex. W-3 dated 26th August, 1957 is a copy of the letter written by the General Secretary of the Indian Overseas Bank Employees' Union to the Conciliation Officer, Madras, stating among other grounds that the salary of the car drivers is paid out of the Bank's revenue, and so it should be deemed that they are servants of the Bank and the other workers are directly interested in their welfare. Ex. W-4 dated 21st June, 1958 is the agreement entered into between the members of the Union and the management wherein it was agreed that the three drivers concerned are to be absorbed in the regular service of the Bank. The names of those three drivers are: Ponnuvelu, Munusami and Balakrishnan.

7. W.W-1 further deposes that the Bank pays these two Assistant General Managers of the Bank, Thiru Sundaram and Thiru Bhatt, a car allowance of Rs. 300 per mensem, to each of them, for meeting the petrol expenses and salary of the drivers only. The Bank requires both Sundaram and Bhatt to draw this amount of Rs. 300 each as Bank charges account and the concerned Department prepares the voucher in detail, for this amount of Rs. 300 each and the said voucher would show that Rs. 300 in for petrol expenses and drivers salary for the month. So, if it is said that both Sivalingam and Pannuswami are paid out of the Bank Revenue, it would be correct. Both Sundaram and Bhatt, who are the Assistant General Managers of the Bank, are having their office at the Central Office, 151, Mount Road, Madras. The Indian Overseas Bank at Madras owns about 7 cars and 3 vans. There are about 10 permanent drivers employed in the regular service of the Bank, at Madras. The sergeant-cum-caretaker by name Mr. Woods attached to the Central Office of the Bank, is in charge of all these vehicles. The cars that have been left with Sundaram and Bhatt for their use are also included in the 7 cars I have already mentioned. There is no other employee of the Bank who takes care of these cars, including these two in case the aforementioned caretaker goes on leave. Three drivers among the 10 permanent drivers employed in the regular service of the Bank, drive the 3 vans. Rest of them look after the driving of the cars. Both Sivalingam and Ponnuswami do the similar work of driving of cars as the drivers in the regular service, who are driving the cars of managers. By managers, I mean the Chairman, the General Manager, Deputy General Manager and the Assistant General Managers. Wherever there are Bank's Branches, which own a car of its own. There is a permanent driver employed in the regular service of the branch. Ex. W-5, dated 18th October, 1966 is the agreement entered into between the I.O.B. Ltd., Madras and the employees of the

I.O.B. with respect to one Sridaran Pillai, car driver of the Alleppey Branch of the Bank, who was absorbed in the permanent services of the Bank. I have also signed Ex. W-5 on behalf of the Union. I had discussion with the management on several occasions, regarding the drivers Sivalingam and Ponnuswami and on their behalf I requested the management to absorb them in the regular service of the Bank. Whenever I raised the point of absorbing Sivalingam and Ponnuswami in the regular service, the management was replying to me that the question of several topics such as over-time, fixing of working hours and other things may arise, if Sivalingam and Ponnuswami were to be absorbed and so the management had allowed Messrs. Sundaram and Bhatt to have them as their personal car drivers. The management used to say also that both Sivalingam and Ponnuswami are the personal drivers of the Officers concerned. Similar reasons were given even in the prior cases where the management has been pleased to absorb the car drivers as aforementioned. The drivers in the regular services of the Bank are governed by the provisions of the Bank Award, with respect to service conditions. The Bank bears the repair charges, maintenance charges, insurance premia as well as the licence, for the cars, including the cars that are entrusted with Sundaram and Bhatt. The Bank are owners of these 7 cars, including the 2 cars entrusted with Sundaram and Bhatt and the registration certificates of these 2 cars entrusted with Sundaram and Bhatt would show that the Bank is their owner. Sivalingam is the driver of Mr. Bhatt. Ponnuswami is the driver of Mr. Sundaram. Both Sivalingam and Ponnuswami drive the respective cars entrusted with the said officers, Sundaram and Bhatt, even when both the officers Sundaram and Bhatt go on official work of the Bank, it is only Sivalingam and Ponnuswami that drive the cars, both within the city as well as outside the city. Prior to the dispute now before this Hon'ble Tribunal regarding these 2 drivers, they were entrusted even with cash as well as other Bank's work as the management used to entrust similar works to the other drivers, in case of emergency. But such kind of work were entrusted with these drivers only very rarely. Such entrustment of money or other work with the drivers would be very rare, even in the case of drivers engaged in the regular services of the Bank, who are driving manager's car. After the absorption of the 3 drivers into the regular service of the Bank as per Ex. W-4, the management, herein also employed directly drivers in their regular service. Such of them who were thus employed as drivers in the regular service of the Bank are, one Mr. Palani, Mr. Rajagopal, Mr. Nair, Mr. Shanmugham and Aroghnaswami and all these persons are working as drivers employed in the Madras city itself. These persons are among the 10 permanent drivers mentioned by me already, who are in the regular services of the Bank. The drivers employed in the regular service of the Bank can be entrusted with anyone of the 7 cars and asked to drive and as such they are interchangeable with respect to the driving the cars of the Bank. But so far as Sivalingam and Ponnuswami are concerned, they are to drive the cars of Sundaram and Bhatt only. Both Sivalingam and Ponnuswami do the similar work as done by anyone of the 10 drivers who are in the regular service of the Bank when they drive the cars of the General Manager or Manager of the Bank. It is further deposed to by W.W-1 that Ex. W-6 dated 17th July, 1969 is the conciliation failure report by the Assistant Labour Commissioner of Madras, that during the conciliation before the Assistant Labour Commissioner there was a proposal by the management orally made to him assuring that Sivalingam and Ponnuswami would be absorbed in the permanent regular service in the bank, that Mr. Kothari, the management representative made the aforementioned proposal but he said that the managers should be allowed their own personal drivers to drive the cars belonging to the Bank and neither of the already existing 10 drivers nor if Ponnuswami and Sivalingam are absorbed in the regular service, the Union should not insist on these drivers in the regular service should alone drive the cars entrusted with the said managers, that he did not agree to such proposal made by the representative of the bank, and that it is on principle that the Union did not accept the proposal offered by the representative of the Bank, W.W.-1 deposes that it is on principle that the Union did not accept the proposal offered by the representative of the Bank, because they were for the principle that though the cars belonging to the bank may also be used for the private purposes of the officers, yet on that ground there should not be any permission given to the officers to engage their own private drivers to drive these cars. It is the evidence of W.W.-1 that the Bank advances loans to the Agents to purchase cars to be repaid in instalments, that when Agents of the Bank are advanced loans to purchase cars, it is the Agents themselves who drive the car, or they engage their own private drivers, that their cars are not driven by bank drivers, that the maintenance as well as the repairs to those cars have to be borne by those agents themselves, that insurance etc. should also be borne by them and that the cars also stand only in the names of the Agents who are paid car allowance. Those agents who own scooters

are also paid scooter allowance. In cross-examination W.W-1 deposes that both Thiru Sivalingam and Ponnuswami do not sign any attendance register maintained by the bank and their names also are not found in any attendance register maintained by the Bank. Drivers who are in the regular service of the bank are signing the attendance register and their name are found in the said register maintained by the Bank. As far as his knowledge, both Sivalingam and Ponnuswami did not apply for any leave. They are not subject to the disciplinary jurisdiction of the Bank. Thiru S. V. Sundaram and Mr. M. V. Bhatt pay salary to D. Sivalingam and M. Ponnuswami respectively. It is only out of the revenue of the Bank Sundaram and Bhatt pay salary to Sivalingam and Ponnuswami. Allowance of Rs. 300/- is paid to Thiru Sundaram and Thiru Bhatt each. It is out of that Rs. 300/- both the drivers Sivalingam and Ponnuswami are paid by them. The allowance of Rs. 300/- is given for meeting the expenses towards purchase of petrol for the Car and for the salary of the driver. There is no specific amount specified towards either drivers' salary or petrol expenses. It is one consolidated amount of Rs. 300/ that is given an allowance. The vouchers of the Bank would show that this allowance is granted for meeting the petrol expenses and also the salary of the drivers. The drivers Sivalingam and Ponnuswami do not come to the Bank when Sundaram and Bhatt are on leave. The drivers attached to the managers of the Bank do not come to the Bank when the managers are not attending the bank. The drivers attend to the personal work of the managers in their house. The Van drivers who are on regular service, come to the Bank, on all working days. The vans belonging to the Bank are utilised only for the purpose of carrying stationery, cheques and also cash, and for other miscellaneous work, relating to the Bank. W.W-1 does not remember the day or days on which he had personal talk with the management regarding the drivers, when the management gave reason as to why they could not absorb the drivers concerned. It was before the conciliation proceedings that he had talk with the management. There is no letter written by him confirming the oral conversation that he had with the management regarding the drivers concerned herein. Settlements and discussions used to be only oral. Ex W-6 is the conciliation failure report. He had not mentioned about the oral discussion, the management had regarding the drivers concerned to the conciliation officer. Therefore, there is no mention about his talks in Ex. W-6. Even in the claim statement, it is not mentioned that he had any discussion with the management regarding the absorption of the two drivers concerned. W.W-1 does not remember with whom exactly he had discussion regarding the absorption of the 2 drivers in the regular service. He deposes that he might had discussion regarding this topic either with Thiru Bhatt, the Staff Assistant General Manager or with Thiru Kadiresan, the General Manager and that it was not true to suggest that he had no discussion with anyone regarding the absorption of the drivers concerned herein in the regular service. W.W-1 deposes in his cross-examination further that Mr. Kothari was present on behalf of the management during the conciliation proceedings before the Assistant Commissioner of Labour on the issue. He did not consider Thiru Kothari's proposal that the matter of the absorption of the 2 drivers concerned herein would be taken up by the management, as an important one. He had also given the reason as to why he had not given the proposal of Mr. Kothari as an important one, in his chief-examination. This proposal of Thiru Kothari also does not find place in the conciliation proceedings Ex. W-6. He had not told the conciliation officer that the aforementioned offer made by Thiru Kothari should form part of the conciliation report. There is only one driver in the regular service of the Bank at the Alleppey Branch. The said driver employed in the Alleppey branch drives both the car of the Bank given to the Agent for his personal work as well as for Bank's work. The driver who was later appointed in the regular service, was doing while working as a private driver of the agent was carrying cash, etc. and thus was doing the Bank's work also, such as driving the car for the Agent while the Agent was contacting the customers of the Bank. In the Central Office of the management-Bank at Mount Road, there are about 10 drivers employed in the Regular service and are attending to Bank's work in driving cars, at Madras. It is mostly the drivers driving vans that do the work of carrying cash etc. to the Bank. The drivers who drive the cars of the Managers, four in number, do not attend to such kind of work, such as carrying cash etc. The drivers of the custodian, General Manager, Deputy General Manager and Mr. Pillai, the Assistant General Manager do not attend to such work as carrying cash etc. to the Bank. But those drivers do attend to Company work, apart from the above. It is correct to say that all the drivers in the regular service of the Bank attend to driving of the cars or vans belonging to the Bank and any of them can be driven by any of them. There is no restriction that a particular car or van should be driven by a particular driver engaged in the regular service of the Bank. Both the Officers Sundaram and Bhatt go on official tour several times in a year; but he did not

know the specific number of times they go on official tour. He denied the suggestion that they go very rarely on official tour. They also go by train and Air when they go on official tour. He denied the suggestion that Ponnuswami and Sivalingam did not drive the cars in which both the officers, Bhatt and Sundaram when they go on official tour. He had not personally seen Sivalingam or Ponnuswami driving the cars of the aforementioned officers when they go on official tour. During the time the three drivers were absorbed in the regular service in 1958, there was about to be a strike among the employees of the Bank at Madras. One of the issues that was put forward by the Union at that time to the management was the absorption of the three drivers. The said item is also seen as item No. 3 in Ex. W-4. There is no stipulation as to the quantity of petrol to be used by M/s. Sundaram and Bhatt as in the case of certain other officers of the Bank such as the custodian and others. Sundaram and Bhatt are given fixed allowance each per month, irrespective of the quantity of petrol they may use for using the cars entrusted to them. The said Rs. 300/- includes also the drivers' salary that had to be paid, by them. W.W-1 deposed the amount of Rs. 300/- paid to each of the officers towards Car allowance is for both meeting the expenses towards petrol charges as well as salary to the drivers. There is mention to the same effect in the vouchers also. During negotiations on any issue between the office bearers of the union and the representatives of the management of the Bank, whatever transpires at that time is not made part of the record, but they are only orally discussed. In the recent past, i.e. for the past 3 years the question of bonus was also settled in that way. The drivers of custodian, General Manager, Deputy General Manager and one of the Assistant Managers are all permanent drivers who are in the regular service of the Bank.

8. Thiru M. Ponnuswami, the car driver of Thiru Sundaram, for the past 2½ years, has deposed as W.W-2 that in 1967, for four months, he worked as a driver in the management-Bank, for which they used to pay him at the rate of Rs. 4/- per day, once in 7 days. W.W-1 deposes that he joined duty as a driver under Thiru Sundaram on 16th January 1968 and that he was paying him salary at the rate of Rs. 80/- during 1968, Rs. 90/- during 1969 and in 1970, Rs. 95/-. When Thiru Sundaram appointed him as his driver, Sergeant Mr. Woods of the Bank recommended him W.W-2 used to drive the car of Thiru Sundaram for taking him to his office, then his children will be taken in the car for their schools, then in the afternoon he used to get them all back home and then in the evening bring Thiru Sundaram to his house in that car. He had driven the car for Thiru Sundaram, whenever he went out on inspection or tour on Bank's business and also to shorter distances to Bank's branches for inspection. The car kept by Thiru Sundaram is an Ambassador car with No. MSQ 1980. W.W-2 also contends that he had driven the Standard car MSV 5840 belonging to the Bank to Reserve Bank on the orders of Sergeant Woods, and during all those occasions, Thiru Narayanasami, Attender had accompanied him in the car. It was anyhow Narayanasami that attended to the rest of the work. W.W-2 further deposes that the licence for the MSQ 1980 Ambassador car, stood in the name of the Indian Overseas Bank. At the directions of Sergeant Woods, W.W-2 would depose that he had driven MSQ 3775 Ambassador, for 20 to 30 times, MSR 7677 Ambassador for similar number of times, during these 2½ years and he has similarly driven a car for Thiru Pillai, Assistant General Manager of the I.O.B. There is no difference between the work done by the drivers in the regular service and the work done by W.W-2. But he admits that he had to work on Sundays and other festival days where as those holidays would be enjoyed by the drivers in the regular service. W.W-2 deposes that he worked every day from 8 A.M. to 9 P.M., that once in 4 or 5 days or 10 days Thiru Sundaram used to give him 8 annas or Rupee one and that his monthly salary was Rs. 95/-. W.W-2 says that he had driven the car for Thiru Sundaram to all the branches of the L.O.B. at Madras. In cross examination W.W-2 admits that he used to drive the car for Thiru Sundaram and the members of the family on almost all days without any holidays; he also used to take the car for taking the children and relatives of Thiru Sundaram for shopping. He admits that he had never signed the attendance register or any other document in the Bank. The drivers in the regular service in the Bank signed the attendance register. He admits that he has not passed any acknowledgment receipt for the receipt of for the monthly salary of Rs. 95/- received by him nor for the periodical payment of Rupee 1/- or so by Thiru Sundaram. Ex. M-1 dated 19th February 1970 is a letter sent by the Union to the management-Bank on my complaint. Ex. M-2 is the reply sent by the Bank to the Union. W.W-2 pleaded want of memory in respect of the 15 days' tour in 1967. He says that he not only drove the car given to Thiru Sundaram but also the other cars belonging to the bank. He accepted that he had never been given bonus by the bank. He says he was driving bank's cars in 1967 on daily wage basis.

9. The other aggrieved worker Thiru D. Sivalingam examined by himself as WW-3 and he has deposed that he has been the driver under Thiru M. V. Bhatt from 5th October 1968, that before joining he gave the original of Ex. W-7 to Sergeant Woods, that he told W.W.-3 to work under Thiru Bhatt for two months, after which he would be secured a job of a driver in the I.O.B. W.W-3 deposes that he was being paid Rs. 90 a month as salary, that he worked from morning from 8 a.m. to 9 p.m. that he used to take Thiru Bhatt from his house to the office, and that he would drive the car for Thiru Bhatt whenever he went to the Bank's branches. The car which he drove for Thiru Bhatt is ORU 1696. W.W-3 says that on the orders of the Sergeant he had driven the bank's cars MSQ 3775, MSR 7667, MSV 5840 and MSS 8989, that he does not remember the date or year. W.W-3 deposes that the bank is paying the license fees. W.W-3 says that the only difference in the work is that drivers in the regular service of the bank enjoyed the holidays whereas these two aggrieved persons had no leave at all. Ex. W-7 is a copy of the letter given by W.W-4 and dated 26th August 1968 to Sergeant Woods. According to W.W-3 Thiru Marthandam Pillai was engaging him in August 1968 as a car driver, that W.W-3 requested him to get a drivers post in the I.O.B., that he went along with Thiru Marthandam Pillai and handed over the original of Ex. W-7 to Sergeant Woods, but that he did not obtain any acknowledgment. He did not receive any reply to that. On 5th October 1968, Sergeant Woods took W.W-3 to Thiru Bhatt who appointed him as his driver on a salary of Rs. 90. Though W.W-3 would say that he used to drive the car of Thiru Bhatt for inspection of the branches, he unable to say whether he drove the car for such a purpose during the week ending 6th September 1970. W.W-3 remembers only the tour to Pondichery. He admits that Thiru Bhatt went to Ashram, though the local agent was also present. W.W-3 admits that Thiru Bhatt went to Pondicherry with his family and that he did not know whether he inspected the local branch. W.W-3 admits that it is his duty to drive the car to the directions of Thiru Bhatt, though on the orders of Sergeant Woods, during times when Thiru Bhatt's car was out of order drive another car entrusted to Mr. Bhatt. It is only on the orders of Thiru Bhatt that others were taken in the car. He admits that on directions of Thiru Bhatt he had driven others also in his car.

10. W.W-4 to 7 are the drivers in the regular service of the I.O.B. They have been examined to show that there was no difference in the work done by the drivers in the regular service in the bank and these two personal drivers. These witnesses do say that there is no difference in the work done by them, still, the drivers in the regular service carry cheques etc. to other branches and also stationery.

11. As against the above evidence tendered by the Union, the management have examined four witnesses Thiru V. J. Kothari an Officer in the staff department of the management of Indian overseas Bank, Madras has examined himself as M.W-1. He deposes that he is in-charge of Award Staff. He joined the Bank on 1st September 1962. He represented the Bank during the conciliation proceedings before the Assistant Labour Commissioner, Madras. He knows Thiruvallal Sivalingam and Ponnuswami, whose names are mentioned in the reference in this dispute. The Bank never appointed both the persons as drivers. Thiru Ponnuswami was appointed as a driver by Thiru S. V. Sundaram as his personal servant. Similarly, Thiru Sivalingam was appointed as personal servant-driver by Thiru M. V. Bhatt. The Bank has no disciplinary control over Sivalingam and Ponnuswami. The Bank also does not pay any amount as salary to any of these two drivers. No officer of the Bank can call anyone of these 2 drivers to do any work of the Bank. Mr. Bhatt and Sundaram the Staff Assistant Manager and the Business Manager respectively are given Car Allowance of Rs. 300 per mensem as Car Allowance. This sum of Rs. 300 shown as car allowance is paid as a consolidated allowance for the car. There is no specification of any portion of the allowance to be spent for any particular item, like the price of the petrol or the driver's fee. There is no such condition and it is not obligatory on the part of the officer to appoint as a driver. Even he himself can drive the car and he would be entitled to the allowance of Rs. 300. Sivalingam never took him in a car to Kothari Buildings where State Bank of India is situated. He did not put forward any proposal to anyone during conciliation or at any time about absorbing the two drivers concerned in the I.D. in the service of the Bank. On 5 or 6 occasions, that he represented the Bank in conciliation proceedings, whenever any proposal was made by him on behalf of the management-Bank, he always put in writing by himself asking the conciliation officer to record it in the conciliation report, if conciliation fails. He knows about a driver that had been absorbed in the regular service of the Bank at the Alleppey branch of the management-Bank. In the settlement reached between the management-bank and the Union, and the settlement was reached before the conciliation officer, Madras, and the driver was absorbed. The said settlement is Ex. W-5. The said driver was absorbed in the regular service of the Bank's branch at

Alleppey because he was doing a substantial portion of bank's work apart from the driving work, which he was attending to under his master. The bank duties that were performed by the said worker who was absorbed thus were as follows: (1) carrying cash remittances, (2) carrying stationery to the bank, (3) taking the Agent to godown for inspection by Car belonging to the Bank. He was also attending to other bank duties as directed by the officers of the bank. There was no driver employed in the said Alleppey branch prior to the appointment by regularising the said driver as a driver of the Bank, by settlement. So, he is the only driver now under employment in the Allepy branch. M.W-1 has deposed that he knew both drivers Sivalingam and Ponnuswami from the date they were employed by Thiru Bhatt and Thiru Sundaram as drivers under them, that he was not present when those drivers were appointed respectively by their masters, that he did not know if anybody was responsible in taking these two drivers to their respective masters at the time of appointment, that he did not know if they were taken by one Sergeant Woods for appointment under Thiru Sundaram and Thiru Bhatt, that he knew personally that no officer of the bank had engaged these two drivers at any time to do the work of the bank and that he knew also personally that no officer asked anyone of these two drivers to do any work of the bank. M.W-1 further deposed that the drivers employed in the management bank are also covered by the Award, and as such, he had control over the drivers of the Bank, that he did not allocate the work to the drivers in the regular service of the bank, but he had control over the drivers of the bank, that Mr. Woods, the sergeant allocates the work to the drivers in consultation with the staff department of the bank. He denied the suggestion that Sivalingam and Ponnuswami were doing bank's work. There is no such practice at all of engaging Sivalingam and Ponnuswami for any work of the bank. So this question does not arise. Ex. W-8 series are the vouchers issued by the Agent of the management-bank towards "Debit-charges-car expenses". They relate to the account of Rs. 300/- paid to Mr. S. V. Sundaram and Mr. M. V. Bhatt from time to time, i.e., every month a sum of Rs. 300 towards allowance for petrol and wages for their drivers. In the management-bank, the General Manager, Deputy General Manager and Assistant General Manager are not given car allowance but they are entrusted with the cars belonging to the bank. But they are paid petrol charges upto the value of 200 litres, normally. Sometimes, they are given more quantity of petrol also under some special circumstances. From the date on which Mr. Bhatt took up charge as Assistant General Manager—that he was given allowance of Rs. 300 towards car allowance. Mr. Sundaram was paid this car allowance from 1st August, 1968. In November, 1968, Mr. Bhatt, became the Assistant General Manager. During 1968, the price of petrol was either Rs. 1.04 or 0.97 paise. The entire Rs. 300 may be spent by those two officers towards petrol or not spend anything at all, i.e. either towards the price of petrol or the salary of the driver. There is no direction by the Bank to those officers, Bhatt and Sundaram to spend Rs. 200 towards petrol and Rs. 100 towards salary. There is also no such understanding when those two officers receive the allowance of Rs. 300 as car allowance. The office is in possession of the copies of the original orders of appointment issued to Mr. Bhatt and Sundaram. He denied the suggestion that he was taken by Sivalingam to Kothari Buildings (State Bank buildings) in car. Only when applications are called for a particular appointment in the bank that the applications received on such advertisement will be filed by the bank and there will be a separate register maintaining the same. These applications which are received without being called for any post in the bank may either be lodged or may not be lodged. There was no advertisement or calling for any applications for any post of a driver in the management in the year 1968. On behalf of the bank, during conciliation proceedings before any officer for the said purpose, he made a proposal only by writing. He has no knowledge of any bonus having been settled between the bank and its employees, orally for the past 3 years that is not true to suggest that there was any offer by him to absorb Sivalingam and Ponnuswami as drivers in the regular service of the Bank. The bank maintains all the cars belonging to it, including charges towards servicing of them. Licences are also obtained regularly by the Bank for the cars owned by them that he did not attend the conciliation of which Ex.W. 5 in the report. From the files and the particulars contained therein, he could depose relating to the absorption of a driver at Alleppey branch, though that he did not attend the conciliation of which Ex. W 5 in the report. He did not know the stand of the bank relating to absorption of a driver at Alleppey branch in the conciliation proceedings. But he still maintain that the said driver was absorbed in the regular service of the bank because he was doing a substantial portion of the bank's work. Ex. W 9 is the letter addressed to the Union by the Regional Labour Commissioner, wherein a copy of the letter said to have been written on 8th November, 1965 by the Assistant General Manager to the Regional Labour Commissioner, is extracted and given and that in Ex. W 9, the comments offered by the bank regarding the salary of a driver employed by the Agent of Alleppey branch is dealt with. According to M. W 1, the permanent drivers of the Bank attend to bank's work, apart from the driving work they do for the respective officers to whom they are attached.

but Sivalingam and Ponnuswami drive cars only for Bhatt and Sundaram respectively and they do not do the work of the bank. What M. W 1 meant by 'Bank's work', with respect to drivers in the regular service is that they drive the cars when they are actually engaged by the officers for official work of the bank, i.e. taking the officers on tour for inspecting the branches of the bank in the mullassil and also in any other driving work in which the Bank's interest is substantially involved. M. W 1 deposes that even on the days when the officers are not on tour, they are taken to the office by the drivers and that apart from driving cars to their officers, the drivers in the regular service of the bank have to attend to work such as taking cash from one branch to another branch, as well as to drive the cars to whomsoever they are directed to drive; for example, to drive cars to other officers, as directed by the officers with whom they are attached is also one of such work. M. W 1 denied the suggestion that both Ponnuswami and Sivalingam did the same kind of work under their masters Bhatt and Sundaram in their capacity as drivers and there was no difference in their work as drivers and the other drivers in the bank. Ex. W 10 series contain the name of driver Ponnuswami. They are vouchers issued by the bank. These vouchers are prepared by the bank for the purpose of accounting. For the days of engagement of Ponnuswami as temporary employee along with others on some days, he was paid remuneration for the driving work he had done. Ex. W 10 series deal with such payments made by the bank to Ponnuswami and others. M. W 1 does not know if Ponnuswami was employed as temporary driver in the Esplanade Branch or not. He denies the suggestion that the bank is not absorbing Ponnuswami and Sivalingam as drivers in the regular service because the bank does not want to confer on them the benefits of Desai Award. He deposes that the bank did not want the service of both the drivers for attending to bank's work. M.W 1 further deposed in re-examination that the bank did not prescribe any limit for purchase of petrol out of the allowance of Rs. 300 nor did the bank ask the details of expenses out of that Rs. 300. According to him, the cost of petrol per litre was Rs. 1.04 in 1968 and 1.16 now.

12. Thiru F.W. Woods, the Sergeant caretaker under the Indian Overseas Bank, Madras from 1963 has examined himself as M.W 2 and he has deposed that he works in the Overseas Banks of the Bank at Mount Road, that as Sergeant caretaker of the bank, he was responsible for the security and maintenance of building, transport, and his subordinate staff, who consist of messengers, drivers, watchmen and sweepers of the Central Office at Mount Road, Madras. M.W 2 deposes that the drivers who are employed under the regular service of the Bank were under his immediate supervision. Ex.M 3 is the attendance register kept by the Central Office of the Bank. The drivers who are in the regular service of the bank sign the attendance, Ex. M 3. The names of Ponnuswami and Sivalingam do not find a place in Ex.M 3, because they are not employees of the bank. M.W 2 says that both Ponnuswami and Sivalingam are not under his control, that he cannot ask anyone of them to drive any of the vehicles belonging to the bank, nor can he ask them to do any other work of the bank and that they are personal drivers of Thiru Sundaram and Thiru Bhatt, respectively. M.W 2 further deposes that he could direct any of the drivers in the regular service of the bank to drive any car of the bank, that when both Thiru Sundaram and Thiru Bhatt go for inspection work or any work pertaining to the bank, they are given a car at their request which is available at the bank, and they are also provided with a driver of the bank to drive that car, that when the executives i.e. officers of the bank go on inspection work to the mullassil then the drivers in the regular service who are allotted to drive the cars entrusted with them attend to bank's work and also sign the attendance register. He does not remember if the original of Ex.W 7 was handed over to him by anyone, that he did not promise Sivalingam or anyone that he would get him a job in the Bank, that he had no authority to do so and that he had seen Ponnuswami driving the car of Thiru Sundaram's son. In cross-examination, M.W-2 would depose that there are about 8 drivers appointed by the management-Bank, that 3 of them drive the vans belonging to the bank, that there are 3 vans and 2 of the vans would be entrusted to 2 of the drivers for bringing cheques from the branches to the Esplanade Branch, one van is entrusted with a driver, who is allotted for that work of driving van to go to the Esplanade branch and bring the cash, that there are drivers of the Bank, who are in regular service, who are attached with custodian, General Manager, Deputy General Manager and one of the Assistant General Managers to drive the car which are entrusted with those officers, that those drivers who are attached to officers have to bring the officers to the bank as well as take them back home, that during office hours i.e. in between those aforementioned duties, the drivers have also to do the duties given to them by the Bank authorities with the permission of the respective officers to whom they are attached, that those drivers have also to attend to driving the car for bringing children from school and also take the children of the officers to school and also to attend to such work which has to be done on the direction of the officer concerned of personal nature also, such

as shopping. M.W 2 denies the suggestion that Sivalingam and Ponnuswami are doing the same kind of work which the drivers in which the drivers in the regular service are doing with respect to their masters, so far as their respective masters Thiru Bhatt and Thiru Sundaram, and deposes that both Ponnuswami and Sivalingam were the personal servants of those officers Thiru Bhatt and Thiru Sundaram. His further evidence is that there is one spare car belonging to the bank and available in the bank and that is given to anyone of the officers whose car is under repair, that it is that driver who is allotted to the officer, whose car has broken down will be driving that spare car, when it is thus given and that in case of the cars entrusted with Thiru Bhatt and Thiru Sundaram, if any of them because out of order, it is the personal servant of the said officers, who will drive that spare car. M.W 2 does not know if Ponnuswami and Sivalingam driver the cars of Thiru Sundaram and Bhatt as the case may be when they go on official tour to the muffassil. M.W 2 deposes that if the cars went out of order, it is the duty of the driver in the regular service to get his instructions and leave it at the workshop and that Reliance Motor Co. is one of the companies to which the car is sent for repair. M.W 2 deposes that Ponnuswami and Sivalingam might have taken the car entrusted to the officers Sundaram and Bhatt when they went out of order of Reliance Motor Company under his instructions. M.W. 2 does not remember if any application was given to him either by Sivalingam or Ponnuswami but says that he did not tell either Sivalingam or Ponnuswami that they would be taken in the regular service of the Bank. M.W 2 deposes that many temporary drivers are employed by the Bank for a few days, that he did not know whether Ponnuswami was employed as a temporary driver by the bank at any time, that when Sundaram and Bhatt go for inspection work, they are given a car at their request by the bank, which is available at the bank and they are also provided with a driver of the bank, while they go on such inspection work. He does not remember now the name of the driver whom he allotted to either of these officers, when they asked a car for inspection work.

13. Thiru S. V. Sundaram, the Assistant General Manager in the Indian Overseas Bank examined as M.W 3 has deposed that on 18th October, 1967 he took over charge as Assistant General Manager of the Indian Overseas Bank and that his office is situated as at No. 151, Mount Road, Madras. He deposed that the Indian Overseas Bank has provided him with a car, an Ambassador, bearing No. MSQ 1980. Ex.M 4 is the true extract of the resolution of the meeting held on 16th August 1968, passed at the Board of Directors' meeting regarding the entrustment of car to him and the allowance by the Bank to him, that it is only the substance of this resolution that was communicated to him by an office order, that the resolution contained in Ex. M-4 was communicated to him in the form contained in the letter dated, 19th August 1968, which is Ex. M-5 and addressed to him by the Bank, that on 16th August 1968, when the meeting of the Board of Directors was held and the resolution contained in Ex. M-4 was passed, all the Directors of the Bank except M/s. E. P. W. Dacosta and V. T. Padmanaban were present, that Ex. M-6 is the letter dated, 27th June 1967 to him by the bank, setting out the conditions of service, remuneration as basic pay Rs. 1550/- in the grade Rs. 1550-100-2750. Dearness allowance Rs. 300/- and appointing him as Assistant General Manager of the Bank, that in Ex. M-6 it is mentioned that he will be provided with Banks' car and that he will be reimbursed actual petrol expenses against bill not exceeding the cost of 200 litres per month, that it is also stated therein that since the car is for his personal use, the Bank will not provide him with a driver, that in Ex. M-6, it is stated that he would be reimbursed actual petrol expenses against bill not exceeding the cost of 200 litres per month, but by the subsequent letter, Ex. M-5, the bank has altered this in Ex. M-5 that he will be paid an allowance of Rs. 300 per mensem to cover up his petrol expenses and wages for his driver effective from 1st August 1968, that in Ex. M-5, there is no specific amount mentioned towards petrol charges or any specific amount for wages of the driver, that in Ex. M-5 there is also no condition imposed on him to engage a driver for the car entrusted to him, that in the modified letter Ex. M-5 there is also no specific quantity of petrol prescribed for his consumption for a certain duration that if he wants he could use the entire sum of Rs. 300/- paid to him by way of allowance towards purchase of petrol, that now that the price of petrol is Rs. 1.18 per litre, several months, his petrol bill has come to more than Rs. 300/- per month, in using the said car entrusted to him by the Bank, that the Bank had not reimbursed him on those months on which the petrol bill had exceeded Rs. 300/- which is paid to him as allowance, that he is also not obliged to produce the petrol bills to the Bank, that in Ex. M-6 it is stated that no other car will be available to him for his personal use during any time the car provided to him is out of commission, that he himself going to office and back home will be treated as personal use for this purpose, and that the Bank never asked him as to whether he has engaged a driver or not.

14 MW3 deposes that the Bank has no jurisdiction to ask him whether he has appointed a driver or not for the car entrusted to him by the Bank, that Thiru Ponnuswami, is the driver appointed by him to drive his car, that he is W W 2 in this case, that the Bank had nothing to do with the appointment of W W 2 as his driver, that he appointed him as his personal driver, that even today the Bank have nothing to do with the appointment of W W 2 as his personal driver, that W W 2 Ponnuswami was appointed by him as his personal driver even as early as in January, 1968, i.e. long before the receipt of Ex M-5 dated, 19th August, 1968, that he pays the salary to W W 2, that the Bank does not remunerate W W 2 in any manner, that W W 2 Ponnuswami is under his direct control, that even while on duty, W W 2 Ponnuswami as his personal servant has to attend to all the needs and requirements of his personal work relating to himself and the members of his family, that the Bank cannot summon him to any work that W W Ponnuswami drives only his car, that he drives also for the members of his family, that his son has also got a car of his own and W W 2 also drives the said car belonging to his son as and when required by his son, that his official work is mostly inside the office of the Bank at 151, Mount Road, Madras, that during the past 3 years he would have visited the branches of the Bank in the city at the most ten times, that as such, there is no frequent visits by him to the branches of the Bank at Madras, that mostly, he used to ask for the Banks' car for visiting the Branches of the Bank, that as such he was using only the Banks' car for visiting the Branches of Bank, that once or twice or at the most for three times, he might have used the car entrusted to him by the Bank to visit the Branches, that even for these 2 or 3 visits, when he has used the car entrusted to him by the bank, it might have been due to the fact that he stated from the house directly to the Branches before going over to the office at 151, Mount Road, Madras that out if he stated for visiting the branches from the office, it was only in a bank's car that he travelled.

15 MW3 further deposes that for official work, he always wanted to use the car available in the Bank and not to use the car entrusted to him by the Bank for his personal use that he did not want to utilise the allowance of Rs 300 paid to him for his personal use of the car and dissipate the said amount towards petrol charges, that this was the reason that he has been using only the Bank's car available in the Bank, when he had been going for visiting the branches on official work, that while providing him Rs 300 as allowance, the Bank has simply stated by Ex M-5 and M-6 that it is for his personal use, that so, when he wanted to go to Branches or to any other place on official work, he always sought for a car available in the Bank to go to those places, that he did not want to use the car entrusted to him by the bank and also spend money for petrol in using the said car to go to places on official work, that on those occasions, when he goes for official work in the Banks' car the Bank also provides the driver who is in the regular service of the Bank to drive the said car, that he did not ask W W 2 to drive the car belonging to the Bank whenever he had gone for official work, that in the year 1967 he had been to Madurai and other places and during that time he went along with Mr T K Pillai who is also an Assistant General Manager of the Bank belonging to Mr Pillai

16. MW 3 further deposes that he is now holding the post of Assistant General Manager of the Bank which is a permanent post in the bank, that in the year 1967, subsequent to his appointment as Assistant General Manager, another person by name Mr M V Bhatt was appointed as Assistant General Manager, that he was also provided with a car by the Bank and he is also drawing an allowance of Rs 300, that the chief executive Chairman General Manager, Deputy General Manager and another Assistant General Manager are also each provided with a car belonging to his son as and when required by his son, that his official work them are owned by the Bank and that the Chief Executive Chairman is entitled for free petrol and there is no limit prescribed for consumption that the officers are given free car and they are give petrol up to 200 liters, that during January 1968 the price of petrol was about a rupee per litre, that the other officers to whom cars have been entrusted by the Bank, except himself and Mr Bhatt have been provided with a driver who is in regular service of the Bank who drives those cars, that he does not know the nature of work performed by the drivers who are in regular service and who have thus been entrusted with the work of driving cars to those executives that between 8 to 8-30 W W 2 Ponnuswami his driver used to come to his house that he cleans the car, takes the children to school and colleges then takes him to the office after he reaches office, he goes to his house and attends to what his wife tells him in the afternoon he has again to go to school and colleges to take the children back home, then he comes to the office to pick him up and take him home, that after that, if there is any

special work to be attended to like going to bazar, or going to the temple, he attends to that and that by about 6 or 6-30, normally, he goes home.

17. M.W.3 deposes that he does not know as to what work the other drivers in the regular service have been directed to do under the respective managers of officers, that there is no prohibition in Ex. M-5 that he should not appoint a driver, that right from himself having taken charge as Assistant General Manager he has been having his own personal driver to drive the car entrusted to him by the Bank, that in Ex. M-5 it is stated that he will be paid an allowance of Rs. 300 per mensem to cover up his petrol expenses and wages for his driver, effective from 1st August, 1968, that Ex. W.8 series are the vouchers for the amount of Rs. 300 paid towards the cost of petrol and wages for driver, that he has spent on several months, more than Rs. 300 towards the cost of petrol alone, that when the car entrusted to him has to be repaired, it is the caretaker of the Bank who takes the same for repair and entrusts it for repair to certain companies and the cost of repairing is met by the Bank, that it is not W.W.2 Ponnuswami who takes the car for repairing when it becomes out of order but it is only this sergeant of the Bank, M.W. 2 Mr. Woods who takes the car to the particular repairer, and at that time, M.W.2 sits by the side of W.W.2 and takes the car from the house to the repairing yard, that M.W.2 is incharge of all the cars belonging to the bank, that it is he who is responsible to entrust the cars for repair, that W.W.2 will drive the car to the particular repairing yard to which M.W.2 directs him, that he will report to M.W.2 if the car given any trouble and also specify the trouble to him, so that it is M.W.2 that takes it to the particular yard and during that time, it is W.W.2 who drives the car, that it may be normally so, that this sergeant has to take care of the Bank cars for attending to the repair, but that does not prevent the executives from directly dealing with the repairing houses for getting minor repairs attended to, that he does not know if the drivers of other executives who are in the regular service go to the Bank or not when their respective officer or manager is on leave, that to his knowledge, W.W.2 Ponnuswami had not driven car to any other executive or manager, that there may be some occasion wherein he may take along with him some of his colleagues or any Manager in the car entrusted to him while W.W.2 drives the same to drop the said colleague or Manager, either in his house or in a club on his way home, that after June 1968, he has been entrusted with a replacement car and that that car also had been driven by Ponnuswami, W.W.2 herein.

18. Thiru S.V. Sundaram, M.W.3 deposes that he goes out of Madras on official tours, that it is not true to suggest that whenever he goes on official tour, he used to take the car entrusted to him for his personal use and that during that time, W.W.2 drives the car, that he asks the Bank to entrust him with a Banks' car and also a driver in the regular service of the Bank to drive that car, when he went for official tour, what there may be some occasions that when he had to go to some places such as Maduranthakam or Utlaramerur for his personal and domestic work and during that trip he might have also visited the Branch of the Bank, that those visits to the Branches where not official, that during those occasions of personal visits the places, he takes the car entrusted with him by the Bank and also utilise the services of W.W.2 as he is his personal driver, to drive that car. M/s. Anandam and Rajagopal and some other drivers also who are in the regular service of the Bank were provided to him to drive the cars of the Bank given on those occasions when he went on official tour. At this length of time, M.W.3 does not remember the numbers of the cars belonging to the Bank which were entrusted to him during official tour, but he remembers the cars bearing numbers 7667, 3775, 8989, were entrusted to him and he has used them for going on official tour. It is not true to suggest that the cars bearing the aforesaid numbers have been entrusted for the personal use of certain executives of the Bank. The aforesaid cars bearing the aforesaid numbers are owned by the Bank and they are utilised for replacement purposes and also for tour.

19. He further deposes that Rajagopalan whom he has mentioned already as one who had driven his car during his official tour is a driver who has brought him to the court house to day, in the car belonging to the Bank which bears the number 3775, that it is only in the car belonging to the Bank which is given for official purposes with a driver allotted for the same to drive, that he goes for any official work connected with the Bank, as he has come today to depose on behalf of the Bank in the car belonging to the Bank and a driver in the regular service driving the same. MW-3 denied the suggestion that he has specifically come today to show to the court that he has been using the car of the Bank with a driver in the regular service driving the same; that he is using the same whenever he goes on official work. He further deposed that it is usual that whenever he goes on official

work on behalf of the Bank that he uses the Bank's car with a driver belonging to the regular services of the Bank, that there might have been occasions when he might have used his own car with a Bank's driver driving the same, that during the strike for about a week in the month of May 1970 he was working in the Esplanade Branch for two days, that during those two days it was his personal driver W.W-2 Ponnuswami who drove his personal car to the Bank, that he also took him (MW. 3) back home on that day by car, that he denies the suggestion that W.W-2 Ponnuswami never drove the car of MW 3's son, that normally, for official tours both inside the city as well as for the tours in the Muffasil, he asks for a car from the Bank and the car is entrusted with him and also a driver in the regular services to drive the car during those occasions, that he denied the suggestion that there are occasions on which Ponnuswami had taken him in the car entrusted to him when he went on official work to the Branches inside the city as well as in the Muffasil and that there might have been occasions when he had just halted at a Branch of the Bank inside the city for a period of 2 or 3 minutes on his way to his office.

20. Thiru M. V. Bhatt the Assistant General Manager, Central office of the Indian Overseas Bank, Madras who has been examined has deposed that he took charge on November 4th, 1968, that his office is situated at No. 151, Mount Road, Madras, that the Bank has provided him with a car bearing number ORC 1696 Ambassador car, that Ex. M-7 is letter from the Central office addressed to him, that the car is provided with him for his personal use, that he was given a car allowance of Rs. 300, that there is no specific allowance given to him towards the salary of the driver, that the Bank has not compelled him to appoint or have a driver, that the entire amount of Rs. 300 can be utilised by him towards petrol charges, that the money spent over and above Rs. 300 on the car towards petrol and driving has to be borne by him, that the Bank may use his car but not his driver that the driver was only appointed by him, that W.W-3 Sivalingam is his driver, that the Bank has nothing to do with the appointment of the said driver W.W-3 who is his personal driver, that if the Bank wants to use the car that has been entrusted to him, it takes his permission before so doing, that he is dealing mainly with the matters relating to staff and other matters in the Bank and that he is expected to know the conditions of staff and matters incidental thereto as prevailing in the other Banks also.

21. MW4 deposes that there is an association of Bankers known as Indian Banks Association, that Indian Overseas Bank is a member of that Association, that Ex. M-8 is the letter which he wrote to the Indian Banks Association, that Ex. M-9 is the reply he received from the association, that he also wrote a reminder to Ex. M-8 the said Association on 3rd March, 1970, that that letter of reminder is also referred to in the reply Ex. M-9 sent by the Association, that Ex. M-8 was sent by him on 3rd February, 1970, that Ex. M-10 is another letter which he wrote to the Indian Banks Association relating to Punjab National case, on 21st January, 1970, that Ex. M-11 dated. 22nd June, 1970 is the reply received from the Indian Banks Association, that the Union wrote Ex. M-1 asking him whether MW 2's driver can be asked to drive the car belonging to the son of MW 2, that Ex. M-2 is the letter written by him to the Union as reply to Ex. M-1, that in Ex. M-2, he has stated that W.W. 2 Ponnuswami continues to be the personal servant of MW 2 Sundaram and as such MW 2 is at liberty to utilise his services for whatever duties he likes him to perform, that the bank have not specified any specific sum to be paid towards the remuneration of a driver, who drives the car and who is appointed by him, that he is not required to produce the petrol bills to the Bank, that there are drivers who are in the regular service of the Bank and they were appointed by the Bank itself, that they drive only for the work of the Bank, that they drive for the Bank, that those drivers are directly recruited by the Bank, that the appointment order appointing the driver are directly sent by the Bank to them, that in about the first or second week of November, 1968, he appointed W.W. 3 Sivalingam as his personal driver, that he pays him salary, that he only allots the work for him (W.W. 3), that the Bank has nothing to do with regard to his work as W.W. 3 is his own personal driver, that W.W. 3 Sivalingam does not come under the disciplinary control of the Bank, that W.W. 3 need not report to the Bank, when he (MW 4) is on leave, that apart from driving for him, W.W. 3 has also to attend to driving the car for the members of his family, that the drivers who are in the regular service of the Bank have to report to the Bank on all working days and also sign the attendance Register kept for them, that if they work over-time, they are also paid wages for the over-time work, that W.W. 3 Sivalingam does not drive car for any one else in the Bank, that he is also not driving the car for the Bank, that mostly, when he goes on Bank duty, he (MW 4) utilised the car belonging to the Bank, i.e. that is the car other than that which has been entrusted for his personal use, that he asks for a car and that is

allotted to him for the specific purpose and that is allotted by MW 2, that a driver who is in the regular service is also provided to drive the car, if available, that if no driver in the regular service is available, MW 2 himself used to drive when he goes on official work, that he went to Pondichery recently, that he had been there only on his personal visit to have Darshan of Arvind Ashram, that he did not go to Pondichery on Bank's work, that it was a Sunday, on which day he thus went to Pondichery, that he went with the members of his family in the car driven by W.W. 3 Sivalingam and that he had help of the local agent of the Bank to guide him to the Ashram, and other places of interest, at Pondichery.

22. MW 4 further deposed that the Bank attends to the repairs of the car that is entrusted to him and pays the repairing charges, that for servicing of the car also it is the Bank which pays, that the Bank incurs the expenditure towards repairs as well as servicing charges, that this is apart from the payment of Rs. 300/- that has been paid to him as allowance, that the amount of allowance paid to him to meet petrol expenses and driver's salary for the month of January, 1970 is borne by voucher dated 30th January, 1970, that similar vouchers are issued for every month by the department dealing with the same in the Bank, that the said vouchers are found in Ex. W-8 series, that he pays the salary out of the allowance of Rs. 300 paid to him by the Bank, that the Custodian, General Manager, Deputy General Manager, and one Assistant General Manager have been given each a car by the Bank for their personal use, that he did not know if these officers are given allowance of petrol to the extent of 200 liters per month, each, that he does not know the price of petrol during the year 1968, that W.W. 3 Sivalingam was recommended by M.W-2. Woods, when he appointed W.W. 3 as his personal driver, that apart from W.W. 3, some other drivers were also recommended by other friends, during the time of the appointment of W.W. 3, that at the time of appointment of W.W. 3 as his personal driver, he did not know perfect driving of the car but he (MW 4) knew a little driving, that it is not true to suggest that it is at the instance of W.W. 3 that he (MW 4) has learnt perfect driving of a car that he denies the suggestion that at the appointment of W.W. 3 Sivalingam as his personal driver, he assured W.W. 3 that he would be absorbed in the regular service of the Bank, that during the time when the car that has been thus given on substitution, until the ORU 1696 Ambassador is repaired, he utilised the services of W.W. 3 for driving the car which is so given, that it is not true to suggest that the Bank made use of the car ORU 1696 Ambassador given to him for personal use as well the services of his personal driver W.W. 3 Sivalingam for the official work of the Bank, the Bank never utilised the services of W.W. 3 Sivalingam, at anytime, that he does not know the nature of work that are being performed by the drivers attached to the Custodian, General Manager, Deputy General Manager, and Assistant General Manager, that the drivers attached to those officers are drivers in the regular service of the Bank that he knows that the drivers who are in regular service of the Bank and who are driving the cars of the aforesaid officers are having other works of the Bank also to be performed by them, such as bring cash to and from Branches and that they should also sign the attendance register kept with the sergeant. MW 2, and that there is difference in the work to be performed between the drivers who are in the regular service and the work that is to be performed by the personal drivers appointed by individuals.

23. MW 4 further deposes that if a driver, in the regular service of the Bank is allotted to bring cash by sergeant MW 2, he has to obey the said order, that MW 2 Woods is allotting the duties to the drivers in the regular service, that he does not know whether MW 2 Woods allots the work to the drivers orally or in writing, that he denies the suggestion that only in order to take away the benefits of Desai Award from W.W. 2 and W.W. 3 that they are not absorbed in the regular service of the Bank and states that it is the Board of Directors who have to decide about the same MW 4 deposes that he has sent Ex. M-2 as a reply for the letter Ex. M-1 sent by the Union. that he does not remember if he took into consideration the endorsement made therein or not, that the endorsement is made by MW 3 Sundaram. He denies the suggestion that for attending the official work of the Bank, he has been using only the car bearing ORU 1697 Ambassador, entrusted to him by the Bank and also utilise the services of W.W. 3 Sivalingam only to drive the car, and states that it depends upon circumstances, that he asks for the Bank's car and the driver to drive the same, who is in the regular service of the Bank and go in the said car, which is given by M.W-2 sergeant, when he goes for attending the official duties of the Bank, that there may be 2 or 3 occasions only in the last 21 months that he might have used the car ORU 1696 Ambassador, with W.W. 3 Sivalingam to drive the same when he had been on official duties to the Banks inside the city, that for going to his house during the day on occasions, he used to engage a taxi and come back to the office in the taxi,

that he might have used 3 or 4 times the cars allotted by MW 2 sergeant, on his asking, when he had been for official work inside the city, that it is only the driver in the regular service who is allotted to drive on those occasions by MW. 2 who drove the said car for him, there are about 7 drivers in the regular service of the Bank, that he does not remember who among those in regular service drove the car to him during those occasions, that there were occasions when M.W. 2 Woods himself drove the car for him, that it is not true to suggest that MW 2 Woods did not drive car for him, that he had driven car for him (M.W. 4) to and fro from his house on occasions, that he is the head of the staff department, that he became the Assistant General Manager only in November 1968, and that he is not aware of any drivers similarly working as W.W. 2 and W.W. 3 were absorbed in the regular service of the Bank, in 1958.

24. Thiru M. V. Bhatt MW 4 deposes that the terms of appointment relating to the post such as the one which he is now occupying Viz. the Assistant General Manager have to be coined by the Board of Directors and thereafter it is only the regulations and resolutions of the Board that prescribed the terms and condition of certain appointment, that it is by the resolution of the Board that a car belonging to the Bank has been entrusted with him for his personal use and that Rs. 300 has to be paid to him towards car allowance, that the same concession may be given to his successor or not and it depends upon the resolution of the Board, which may consider them; at present, there is no Assistant General Manager of the Bank who has not been provided with a car by the Bank for his personal use, that he had been to Pondichery for his personal work, that on his retirement he has to return and leave the car ORU 1696 Ambassador with the Bank, that it is the Bank that owns the said car, that MW 3 Sivalingam is available for him, even after his retirement, and if he owns a car, that there is no prohibition by the Bank for himself appointing him as personal driver as he (MW 4) wanted, that it is entirely in his discretion to spend the allowance, in the manner he likes, that he can spend the said amount entirely towards petrol charges, that over and above what he spends either towards the petrol charges or towards the salary of his personal driver cannot be claimed from the Bank, and that W.W. 3 Sivalingam is his personal driver and as such he cannot report about any mistake or defect he finds in the service, to the Bank.

25. The point for consideration is whether Thiru Sivalingam and Thiru Ponnuswamy, drivers of the cars entrusted by the Indian Overseas Bank to Thiru S V. Sundaram and Thiru M. V. Bhatt the Assistant General Managers of the Bank are entitled to be absorbed in the regular service of the Bank, and if so, from what date.

26. The case of the workers is that the drivers are employed to drive the cars belonging to the bank, that the cars are not the personal property of the Assistant Manager, that if any accident happens to the cars the responsibility is only of the bank and not on the concerned managers, that there are drivers in the permanent service of the bank doing the same work and placed under similar circumstances and they are entitled to all the benefits of the drivers as per the terms of the settlement dated 14th December, 1966. The further case of the driver is that they are entitled to the minimum total wage of Rs. 290.84/- and that they are only paid Rs. 90/- per mensem and that they also do the other bank work. They also contend that they are not personal employees of the executive as per duty and work relating to the bank's work and hence the bank is not justified in not taking them in the regular service. On the other hand, the case of the management of the Indian Overseas Bank is that the drivers Thiruvallargal M. Ponnuswamy and D. Sivalingam are the personal drivers of the two Assistant General Managers and they are not the employees of the Bank and they drive the vehicles for them and their families and they do not do any bank work. Though the cars of the Assistant General Managers belong to the bank the drivers are not employed by the bank and they are employed by the Assistant General Managers with terms and conditions they thought fit. These two drivers do not sign the attendance register maintained by the bank and they do not attend the bank during the regular office hours. Whenever the Assistant General Managers on leave or on tour, these drivers are not called upon to do the bank work that may be assigned to them by the bank. Unlike the drivers employed by the bank, these two drivers cannot be called upon to do the bank's work such as taking cash, carrying the stationery and so on. They have been attending only to the personal work entrusted to them by the Assistant General Manager. The bank is not aware of what salary the drivers are paid by the Assistant General Manager.

These two drivers are not employees of the bank. So the demand that they should be made permanent workers of the bank and paid the same wages as other permanent drivers is not justified. The drivers who are in the permanent service of the Bank will have to attend during the regular bank hours and they have to sign the attendance register and they will have to apply for leave to the Bank and they are covered by other conditions of service applicable to the bank employees. They are also subject to the disciplinary control of the bank. The driver at Alleppey branch who was absorbed in the bank's service was attending to the bank's work such as carrying cash etc. and therefore, the bank took this into consideration and absorbed him as a driver of the bank. The work of these two drivers is not permanent. It is the further case of the management that the work of the two drivers does not relate to bank's work and that the bank has enough number of permanent drivers to do the bank's work and at the moment, they do not need anymore.

27. Thiru M. Ponnusamy, driver concerned in this Industrial Dispute examined himself as W.W-2 and deposed that he had been employed as a driver under M.W-3 Thiru S. V. Sundaram for the past two and half years and that he joined duty as a driver under M.W-3 on 16th January, 1968 on a monthly salary of Rs. 80/- during 1968, Rs. 90/- during 1969 and Rs. 95/- in 1970. W.W-2 further states in his evidence that as driver of M.W-3 his duties are that he drove M.W-3 in his car to his office, thereafter he had to drive the car to take his children to the schools and then in the evening he has to further drive the car bringing all of them to their house. The car which was entrusted by the bank with M.W-3 is Ambassador car bearing No. MSQ 1980. Thiru D. Sivalingam who drives the car for M. W-4 Thiru M. V. Bhatt examined himself as W. W-3. He also deposed that he was engaged under M.W-4 to drive the car from 5th October, 1968. Though he states that he gave the original of Ex. W-7 application for appointment as driver to M.W-2, M.W-2 Thiru Woods in his evidence states that he did not remember if the original of Ex. W-7 was handed over to him, and that he did not promise Sivalingam or anyone that he would get a job in the bank and that he has also no authority to do so. It is relevant to note that the case of Sivalingam himself is not that he had been appointed by the bank to drive the car for M.W-4 Thiru Bhatt. W.W-3 has not also substantiated his oral evidence that one Marthandam Pillai who was working in the bank as an officer in 1968 took him M.W-2 Woods and recommended him for a job in the Bank. Though M.W-2 admits in his evidence that he took both Sivalingam and Ponnuswami to M.W-3 Sundaram and M.W-4 Bhatt, he has stated it is upto them to give them a job or not. In my view any oral recommendation that the drivers were taken by M.W-2 to the respective officers cannot confer any right on the drivers entitling them to the absorbed in the regular service of the bank, especially when the evidence of both the officers M.W-3 and M.W-4 is specially to the effect that both the drivers were employed by them as a personal drivers. It is also relevant in this connection to note that M.W-2 has specially stated in his evidence that the drivers who are employed under the regular service of the bank or under his immediate supervision and the drivers who are in the regular service in the bank, signed in the attendance register Ex. M-3 and the names of Ponnuswami and Sivalingam do not find a place in Ex. M-3 as they are not the employees of the bank. Though W.W-2 vaguely claims that he had given the cars bearing Nos. MSQ 3773 and MSR 7677 several times at the instance of M.W-2, M.W-2 has stated in his evidence that he cannot as anyone of these two drivers Sivalingam and Ponnuswami to drive any of the vehicles belonging to the Bank nor he can ask them to do any other work of the Bank. M.W-2 states that many times the drivers are appointed by the bank for 2 or 3 days. So, even if the drivers Ponnuswami and Sivalingam are able to prove by Ex. W. 10 series that Ponnuswami was employed as temporary driver for certain day in the bank, in view that does not confer on him any right for him to be absorbed in the regular service. Ex. W-10 series also shows that one K. Ganathan was also employed on 12th June, 1967 as a temporary driver for 6 days at the rate of Rs. 5/- per day. M.W-1 Thiru Kothari, an officer in the staff Department of the management of Indian Overseas Bank also deposed that Ponnuswami was appointed as driver by Thiru S. V. Sundaram as his personal driver and similarly Ponnuswami was appointed by Thiru Bhatt as his personal servant. He has also stated that the bank does not pay any amount as salary to any of the two drivers. He further deposes that no officers of the bank can call any one of the two drivers to any work of the Bank. As already seen the officers concerned M.W-3 and M.W-4 have stated that both the drivers are their personal drivers and they are paying the salaries of the drivers. It is also admitted by these two drivers that they do not receive any salary from the bank

but only from their masters. It is the contention of the two drivers herein that the salary given to them are only paid out of the allowances of Rs. 300/- paid to M.W-3 and M.W-4 respectively by the bank towards the petrol charges and salary of the drivers and as such should be construed that they are paid only from the monies of the Bank. M.W-1 Thiru Kothari has stated that the entire sum of Rs. 300/- paid as car allowance to M.W-3 and M.W-4 respectively may be spent by them towards petrol or the drivers fee. He has deposed that no condition is prescribed by the bank for giving this allowance of Rs. 300/- to the officers M.W-3 and M.W-4 who engage a driver to drive the car entrusted to them by the bank and that if the officer knows driving he can himself drive the car while he would be entitled to the allowance of Rs. 300/-. M.W-4 Thiru Bhatt states in his evidence that the bank had not fixed any specific sum to be paid as remuneration of the driver to drive the car and who is appointed by him and that he is not required to produce the petrol bills to the bank. M.W-4 has also denied the suggestion that he made assurances to W.W-3 Sivalingam that he would be absorbed in the regular service of the bank. Though it is strenuously contended on behalf of the Union that these two drivers Sivalingam and Ponnuswami are doing the similar work that is being done by the drivers employed in the regular service of the bank and it is also admitted by M.W-4 there might be 2 or 3 occasions only in the last 21 months that he might have used the car ORU 1696 Ambassador with W.W-3 Sivalingam to drive the same, when had been on official duties to the bank inside the city, yet I am unable to uphold the contentions because the specific evidence of M.W-3 and M.W-4 is that both the drivers concerned herein are their personal drivers employed by them and doing the work of driving exclusively for the officers and the members of the families of both officer. It is nowhere proved in the entire evidence let in by the Union that the drivers in the regular service of the bank are asked to drive car for the children of the officers to schools or to any other members for any domestic work. It is in evidence that even on days when the officers are on leave, the drivers in the regular service have to attend the bank. It is not the case of the two drivers herein that they have to attend the bank even on those days on which their respective officers are on leave. M.W-1 stated in his evidence that he knew personally that no officers of the bank had engaged these two drivers at any time to do the work of the bank and that he know also personally that no officers asked anyone of these two drivers to do any of the bank. It is also relevant in his connection to note that in Ex. M-4 it is stated the consolidated allowance of Rs. 300 per mensem is being given towards petrol expenses and wages of drivers from 1st August, 1969. The resolution as contained in Ex. M-4 does not disclose that any specific amount has to be paid towards the wages of the drivers. It does not also prohibit the officer himself driving the car or make any other arrangement for paying the wages of the personal drivers if the petrol expenses exceeded Rs. 300 which is paid per mensem by the bank to him. In Ex. M-6 also it is stated that since the cars are for the personal use of the Officers, the bank will not provide the drivers. In Ex. M-7 also addressed to M.W-4 by the bank it is stated that the bank will provide him with a car but not a driver. But the officer will be entitled to an allowance of Rs. 300 per mensem for running expenses of the car, purchase of petrol and oil, wages for drivers, etc. He is going to office and back home will be treated as personal use for the purpose. So far as the officers who have been concerned the evidence in that they are driving the car of the respective officers while they are going to the office and back home. The contention of the two drivers is that they are driving car while the officers go on inspection work. M.W-2 Woods specifically states that when Thiru Sundaram M.W-3 and Thiru Bhatt M.W-4 go for inspection work they are given at their request by the bank a car if it is available in the bank and they are also provided with a driver while they go on inspection work. M.W. 3 also deposed that when he had to go to places such as Madurandagam or Uttaramerur for his personal domestic work, during such trips he used his car and that he might have also visited the branch of the bank. Those visits to the branches were not official. M.W. 3 also deposed in cross examination that for official tours both inside the city as well as for the tours in the mullassil he asked for a car from the bank and the car is entrusted to him and also a driver in the regular service to drive the car is provided for him during those occasions. M.W-4 has also stated that when had been to Pondicherry to have Darshan at the Ashram, it was not an official visit to that place. M.W-4 also states that if no driver in the regular service is available M.W-2 Woods himself used to driver for him when he goes on official work. I am unable to uphold the contention of the two drivers that since the cars which are entrusted with M.W-3 and M.W-4 belonged to the bank and the registration certificates and even the repair charges of these two cars are borne by the bank it should be held that the two drivers are doing only the services of the bank in driving those cars. In this connection it is relevant to note that

the appointment order to M.W-3 it is mentioned that the car of the bank has been entrusted to him only for his personal use.

28. In order to substantiate its contention that the two drivers are doing similar duties as that of the drivers in the regular service of the bank, the Union had examined W.W-4 to W.W-7. W.W-4 states in cross examination that he had been employed even from the beginning of the service as a driver and he had been driving the car of one of the officers by name Thiru R. A. Rao and that Thiru R. A. Rao was not giving his salary to him. W.W-5 also states in his evidence that it is only the bank that pays his salary and that he was appointed as a driver by an order of appointment when he joined service in the bank and that he drives the car for one of the officers in the bank by name Thiru T. K. Pillai. He also states in his cross examination that when other officers of the bank asked him to drive a car he used to obtain the permission of the said Thiru T. K. Pillai and then do so. This admission on the part of the W.W-5 shows that a driver in the regular service in the bank is not exclusively doing driving work for a particular officer but he had also to do the work of driving for others with permission of the officer. W.W-6, Rajagopal is another driver in the regular service of the bank and he states that he drove the car for M.W. 3 when M.W-3 had been to the branch of the bank at Thiagarayanagar on official duty. W.W. 7 is another driver in the regular service of the bank who deposes that he drove the car for M.W-3 and M.W-4 whenever they went to Uthamerur and Avadi respectively. He subsequently admits in his cross examination that it was only as per the instruction of M.W. 2 Sergeant Woods that he had to take the officers of the bank in a car and drive for them. In my view the evidence adduced through the drivers in the regular service of the bank does not help the union to substantiate its case that the two drivers Thiru Sivalingam and Ponnuswami are entitled to be absorbed in the regular service of the bank. It has not been established that these drivers in the regular service who have been examined as W.W-4 to W.W-7 were doing similar service under officials of the bank as Ponnuswami and Sivalingam are doing and that therefore they should be absorbed in the regular service of the bank. It is relevant to consider the case of two instances wherein it is stated by the Union that similar drivers were absorbed in the regular service of the bank. In this regard, Ex. W-4 and W-5 are relied upon. Ex. W-4 dated 21st June, 1958 is a letter written by the members of the strike committee the General Manager, Indian Overseas Bank Limited Central Office at Madras. It is endorsed in this letter by the management that among other things the item relating to absorption of Assistant General Manager's car drivers in the regular service of the bank is agreed. W.W-1 in his evidence states that this agreement relates to absorption of 3 drivers by name Ponnuevelu, Munuswami and Balakrishnan. It is relevant to note that there is no indication or assurance given in Ex. W-4 in the endorsement made by the management regarding absorption of the personal drivers. Ex. M-5 dated 18th October, 1966 is the agreement entered into between the management and the employers of the Indian Overseas Bank in respect to one Sridaran Pillai, car driver in the Alleppey branch of the bank, who was absorbed in the permanent service of the bank. W.W-1 deposes that he also signed Ex. W-5 on behalf of the Union. M.W-1 Thiru Kothari states in his evidence that he knows about the driver who had been absorbed in the regular service of the bank at Alleppey branch, that when a settlement was reached between the management bank and the Union before the Conciliation Officer of Madras namely Ex. W-5, absorbing him in the regular service because he was doing a substantial portion of the bank's work apart from his driving work. As per M.W-1 the duties performed by the said worker who was absorbed by the settlement Ex. M-5 were (1) carrying cash remittance (2) carrying a stationery to the bank (3) taking the agent to the Godown for inspection by car belonging to the bank. There was no driver employed in the Alleppey branch prior to appointment by regularising the said driver as a driver of the bank, by settlement. So, he is the only driver now under employment in the Alleppey branch. On a careful consideration of the contention of Ex. W-4 and W-5 in the light of the evidence adduced regarding them through W.W-1 and M.W-1, I am convinced that the case of the two drivers Ponnuswami and Sivalingam is not similar to that the drivers who were absorbed in the regular service of the bank. Ex. W-4 does not disclose the circumstances under which the drivers concerned were absorbed in the regular service of the bank. M.W-1 states that he did not put forward any proposal to anyone at any time about absorbing the two drivers concerned in the Industrial Dispute in the regular service of the bank. It is pointed on behalf of the management that there is no mention about any proposal having been made at any time on behalf of the management bank regarding absorption of the two drivers in the regular service of the bank in the conciliation failure report Ex. W-6. M.W-1 states whenever any proposal is made by him

on behalf of the management bank he always puts it in writing and asks the Conciliation Officer to record it in the report if the conciliation fails. On the careful scrutiny of the entire documentary and oral evidence, I am convinced that the two drivers Thiru Sivalingam and Thiru Ponnuswami have not made out a case entitling them to be absorbed in the regular service of the bank in as much as M.W.3 and M.W.4 have stated categorically in their evidence that they employed both the drivers as their personal drivers and they were only attending to their personal work of driving and domestic work and that the drivers did not do any work of the bank. The drivers have also not proved that they have been doing work similar to the work done by the drivers in the regular service of the bank. In this regard the evidence of both M.W.1 Thiru Kothair and M.W.2 Thiru Woods clearly show that these two drivers are not doing similar work as is being done by the drivers in the regular service of the bank. Merely on the ground that the cars have been entrusted to the officers by the bank which owned them, I am not inclined to hold that the two drivers are entitled to be absorbed in the regular service of the bank. Under these circumstances I hold that Thiru D. Sivalingam and Thiru M. Ponnuswami, drivers of cars provided by the Indian Overseas Bank to Thiru S. V. Sundaram and Thiru M. V. Bhatt Assistant General Managers, of the bank are not entitled to be absorbed in the regular services of the bank. An award passed accordingly.

(Sd.) S. SWAMIKKANNU,
Industrial Tribunal.

LIST OF WITNESSES AND EXHIBITS

Witness examined

For Workmen :—

W.W.1	Thiru C. R. Chandrasekaran
W.W.2	„ M. Ponnuswamy
W.W.3	„ D. Sivalingam
W.W.4	„ N. Parameshwaran
W.W.5	„ S. Shanmugham
W.W.6	„ R. Rajagopal
W.W.7	„ C. P. Anandan.

For Management :—

M.W.1	Thiru V.J. Kothari
M.W.2	„ F. W. Woods, Sergeant-care taker
M.W.3	„ S. V. Sundaram, Assistant General Manager.
M.W.4	„ M. V. Bhatt, Assistant General Manager.

Documents Marked

For Workmen :—

W.1/24.6.1957	Letter by the Conciliation Officer (Central) Madras to the General Secretary of the Union regarding Car drivers.
W.2/20.6.1957	Copy of letter of the Management to the Conciliation Officer (Central), Madras.
W.3/26.8.1957	Letter by the General Secretary to the Conciliation Officer (Central), Madras-7 regarding Car Drivers.
W.4/21.6.1958	Agreement
W.5/18.10.1966	Memorandum of settlement V/s.12 (3) of the Industrial Dispute Act, 1947 during Conciliation Proceedings.
W.6/17.7.1969	Conciliation failure report.
W.7/26.8.1968	Application of W.W.3 to the Management for the post of Driver.
W.8/Series	Vouchers (22 Nos.) for Rs. 300/- each.
W.9/8.11.65	Copy of letter of the Management to the Regional Labour Commissioner (Central) which was communicated to the Union on 10-11-65.
W.10/Series	Vouchers (4 Nos.).

For Management :—

M.1/19.2.1970	Letter by the President of the Union to the Management requesting not to alter the existing service condition of Driver Thiru M. Ponnuswamy.
M.2/21.2.1970	Reply letter to Ex.M-1.
M.3/	Attendance Register of the workmen for the period from June 1968 to February 1970.
M.4/	True copy of resolution No. 16,975 passed at the Board of Directors' Meeting on 16.8.1968.
M.5/19.8.1968	Letter from respondent to Mr. S.V. Sundaram, Assistant General Manager.
M.6/27.6.1967	Letter from Respondent to Mr. S.V. Sundaram Regional Manager.
M.7/19.8.1968	Letter from respondent to Mr. Bhatt, Manager.
M.8/3.2.1970	Copy of letter from the Indian Overseas Bank to the Labour Adviser, Labour Department, Indian Banks Association.
M.9/2.6.1970	Original of letter from the Indian Banks Association to the Indian Overseas Bank, Madras-2.
M.10/21.1.1970	Copy of letter from the Indian Overseas Bank to the Labour Adviser, Labour Department, Indian Banks' Association.
M.11/22.6.1970	Letter from the Labour Adviser of the Indian Banks' Association/the Management/to.

NOTE:

The parties are directed to take return of their document/documents within six months from the date of the award.

[No. 23/80/69/LR.III.]

New Delhi, the 30th November 1970

S.O. 3916.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the Andhra Bank Limited, and their workmen, which was received by the Central Government on the 24th November, 1970.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Shri T. Chendrasekhara Reddy, B.B., B.L., Chairman, Industrial Tribunal

PRESENT:

Andhra Pradesh, Hyderabad

INDUSTRIAL DISPUTE NO. 35 OF 1970

BETWEEN

Workmen of the Andhra Bank Limited, Hyderabad—*Petitioner.*

AND

The Management of the Andhra Bank Limited, Hyderabad—*Respondent.*

APPEARANCES:

Shri D. Krishnamurthy, General Secretary, Andhra Bank Employees Union and Shri D. L. Narasimha Rao, Assistant Secretary, Andhra Bank Employees Union—*for Workmen.*

Shri M. S. Ramakrishna Rao, Superintendent of Legal Department, Andhra Bank Ltd., Hyderabad and Shri B. Paparaju, Staff Relation Officer, Andhra Bank Ltd., Hyderabad—*for Management.*

AWARD

The Government of India, through their Ministry of Labour, Employment, and Rehabilitation (Department of Labour and Employment) New Delhi, has referred by an order dated 6th October, 1970 the dispute between the Employers in relation to the Andhra Bank Limited and their Workmen in respect of matter specified below for adjudication by this Tribunal, the dispute is the following:—

- (i) Whether the demand of the Andhra Bank Employees' Union Hyderabad that the members of the subordinate staff of the Andhra Bank Limited who have passed the matriculation or equivalent examination should be promoted to the clerical cadre without any test or interview is justified?

If so, to what relief if any, are the subordinate staff entitled?

- (ii) What should be the criteria and rules for promotion of subordinate staff of the bank to clerical cadre?

The matter was registered as I.D. No. 35 of 1970 and notices were issued to both the parties and asking the workmen to file the claims statement on or before 31st October, 1970. Both the parties have compromised the dispute and have filed a settlement signed by Sarvashri M. V. Subba Rao, General Manager of the Andhra Bank and M. S. Rama Krishna Rao, Superintendent (Legal Department) on behalf of the Bank and Sarvashri D. Krishna Murthy, General Secretary of the Andhra Bank Employees' Union and D. L. Narasimha Rao, Assistant Secretary of the Andhra Bank Employees Union on behalf of the workmen. The settlement is also attested by Sarvashri L. K. Nagda, Clerk of Andhra Bank Ltd., Bombay and Y. Narayana Rao, Manager, Andhra Bank Ltd., Bombay. Both the parties have requested this Tribunal to pass an Award in terms of the settlement filed before this Tribunal. On a perusal of the terms of settlement, I find that Clause 11 of the settlement is not relevant to the dispute referred to this Tribunal. However as both the parties want that the settlement should be recorded and an Award should be passed in terms of the settlement and as I also am of opinion that the terms of settlement are just, fair and equitable, the settlement is recorded in so far as it is relevant to the terms of reference i.e. excluding Clause 11 of the settlement and an Award is passed in terms of settlement excluding Clause 11, as it is not relevant to the dispute referred to this Tribunal for adjudication. Copy of the memorandum of settlement is enclosed herewith.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of the Tribunal, this the 31st day of October, 1970.

(Sd.) T. CHANDRASEKHARA REDDY,

Industrial Tribunal.

MEMORANDUM OF SETTLEMENT BETWEEN THE MANAGEMENT OF THE ANDHRA BANK LTD. AND ANDHRA BANK EMPLOYEES UNION

Signed at Bombay on 28th October 1970

Whereas an Industrial Dispute arose between the Andhra Bank Ltd., and the Andhra Bank Employees Union on the Union presenting a demand relating to the promotion of the subordinate staff by their letter dated 18th July, 1970;

Whereas the negotiations held between the Management and the Union and subsequently the conciliation before the Regional Labour Commissioner (Central) Hyderabad also failed;

Whereas consequent to the failure of conciliation the Government of India by their order dated 6th October, 1970 referred the dispute for adjudication by the Industrial Tribunal, Hyderabad and the said dispute stands numbered as I.D. No. 35/70 on the file of the said Tribunal; and

Whereas further prolonged discussions were held and the following settlement is arrived at.

Terms of Settlement

The parties agree to the following procedure for promotion of members of the subordinate staff to the clerical cadre:—

1. The total number of promotees in a calendar year shall be 10 per cent of the total appointments made to the clerical cadre in a year (subject to the

candidates qualifying as hereinafter provided) including the year 1970 and excluding the promotion covered by clauses 8, 9 and 10. In the event of no subordinate staff qualifying for promotion the vacancies shall be carried over upto 3 years, including the year during which the vacancy arises.

2. The following shall be eligible for promotion without a written test but after an interview:

- (a) Graduates or those who have passed P.U.C. or Intermediate examination with English as one of the subjects in Matriculation or subsequent examinations.
- (b) Matriculates or those passing equivalent examination with English and arithmetic as subject and securing 60 per cent marks.
- (c) Candidates qualifying for promotion under (a) and (b) supra should have put in a minimum of three years service in the Bank, including period of probation as on the date of promotion.

3. The following shall be eligible for promotion after a written test followed by an interview:

- (a) Graduates or those who have passed P.U.C. or Intermediate examination without English as one of the subjects of study in matriculation or subsequent examinations.
- (b) Matriculates or those passing equivalent examination with English and arithmetic as subjects.
- (c) Candidates qualifying for promotion under (a) and (b) supra should have put in a minimum of five years service in the Bank, including the period of probation as on the date of the written test.
- (d) Candidates who have passed VIII Class in a school with English and arithmetic as subjects and can produce a certificate in proof thereof.
- (e) Candidates qualifying for promotion under (d) supra should have put in a minimum of eight years service in the Bank, including the period of probation as on the date of the written test.

4. The nature of written test and the requisite marks to be obtained by employees falling under term 3 supra shall be as hereunder:

- (a) A separate written test will be held and the test papers and answers shall be in English.
- (b) The questions will be in General English and arithmetic and will not be of a standard higher than matriculation. The Management will circulate model (but not identical) question papers three months in advance of the date of test.
- (c) Total qualifying marks to be secured shall be 35 out of total of 100 marks.

5. Interview for candidates under terms 2 and 3 supra: to qualify for promotion candidates will have to secure 35 marks out of 100.

6. All promotions under items 2 and 3 will be subject to six months probation which may be extended by a further period of three months. Confirmation shall be after satisfactory completion of probation.

7. Candidates eligible for promotion under term 3 supra will be allowed eight chances at an interval of six months between each chance.

8. In respect of the 24 members of the subordinate staff who have already appeared for a written test conducted by the Bank in December 1969 it is agreed as follows:

- (a) The six candidates who have passed in the written test but failed to qualify in the interview shall be promoted.
- (b) The candidates who has passed the P.U.C. examination, but failed to qualify in the written test will also be promoted.
- (c) The answer papers of the remaining 17 candidates who appeared for the written test will be reviewed by the Management to see how many more can be promoted.

9. All those who do not qualify for promotion after review of their cases in terms of 8(c) supra, all those who qualified to sit for the written test before

31st December 1969 but did not sit for the written test held by the Bank and all those who qualified to appear for the written test after 1st January 1970 but before 31st July 1970 will be given a separate written test followed by an interview within the next one month and their promotion will be on the basis of their performance in the written test and interview.

10. The only P.U.C. passed candidate who qualified for appointment before 31st December 1969 but did not appear for the written test conducted by the Bank in December 1969 will be promoted.

11. In view of the foregoing the Management and the Union further agree as under:

- (a) The charges levelled against Mr. V. Hanumantharao, an employee at the Bombay branch shall be withdrawn and his suspension will be rescinded.
- (b) The Management and the Union agree to use their good offices for withdrawal of the police complaints and the complaint before the Magistrate at Tadepalligudem.
- (c) The Management agrees not to deduct wages for the period of agitation relating to present dispute and/or strike actions from 5th August 1970 till the date of this agreement. Chargesheet/s and suspension/s order/s given during the said period will be withdrawn.
- (d) The Union agrees to withdraw forthwith all forms of agitation. The Union further agrees to assist the Management through its members in the clearance of all arrears during the working hours.
- (e) The Management agrees that there shall be no victimisation and the Union agrees to assist in the restoration of normal cordial relations at all offices.

12. It is agreed by the parties that Clauses 1 to 7 of this settlement shall be binding and operative till December 31, 1973 and shall continue to be binding even thereafter until either party gives to the other two months' notice in writing of its intention to terminate the Agreement.

13. It is agreed that the seniority in the clerical cadre of all subordinate staff promoted pursuant to this agreement will be based on the date of promotion into that cadre.

14. The parties agree to file a joint memo of settlement before the Industrial Tribunal, Hyderabad, with a request to pass an Award in terms of this settlement in I.D. No. 35/70.

(Sd.) M. V. SUBBARAO
29-10-70

For The Andhra Bank Ltd.

(Sd.) D. KRISHNAMURTY
29-10-70

(Sd.) D. L. NARASIMHARAO
29-10-70

For The Indian Bank Employees' Union.

Witnesses:

1. (Sd.) L. K. NAGDA
29-10-70

2. (Sd.) Y. NARAYANARAO
29-10-70

(Sd.) T. CHANDRASEKHARA REDDY,
Industrial Tribunal.

[No. F. 23/121/70/LRII.]

(Department of Labour and Employment)

ORDER

New Delhi, the 6th November 1970

S.O. 3917.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the State Bank of Patiala and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri P. P. R. Sawhney shall be the Presiding Officer, with headquarters at Chandigarh and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the Management of State Bank of Patiala in accepting the resignation with effect from the 2nd November, 1969, of Shri Siri Chand, Head Cashier, Narwana Branch even after its withdrawal by him earlier was justified? If not, to what relief is the workman entitled?"

[No. 23/58/70/LRIII.]

S. S. SAHASRANAMAN, Under Secy.

श्रम, रोजगार और पुनर्वास मंत्रालय

(श्रम और रोजगार विभाग)

अवैश

नई दिल्ली, 6 नवम्बर, 1970

का० आ० 3917.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में स्टेट बैंक आफ पटियाला से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (I) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा एक औद्योगिक अधिकरण गठित करती है, जिसके पीठासीन अधिकारी श्री पी० पी० आर० साहनी होंगे जिनका मुख्यालय चंडीगढ़ होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

"क्या स्टेट बैंक आफ पटियाला के प्रबन्धतंत्र की श्री श्रीचन्द, प्रधान रोकड़िया, नरवाणा शाखा के त्यागपत्र को उसके द्वारा पहुँच वापिस ले लिए जाने पर भी 2 नवम्बर, 1969 से स्वीकार कर लेने की कार्यवाही न्यायोचित थी? यदि नहीं तो कर्मकार किस अनुतोष का हकदार है?"

(सं० 23/58/70-एल० आर०-3)

एस० एस० सहस्रनामान, अवैश सचिव ।

(Department of Labour and Employment)

New Delhi, the 27th November 1970

S.O. 3918.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Cum-Labour Court No. 2, Bombay in the matter of an application filed under section 33A of the said Act by Shri T. Mohamed of Messrs. Pandurang Timblo Industries, Margao, Goa, which was received by the Central Government on the 23rd November, 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2,
BOMBAY

COMPLAINT No. CGIT-2/25 OF 1969

ARISING OUT OF REF. No. CGIT-2/2 OF 1969

PARTIES:

Shri T. Mohamed—Complainant.

Versus

M/s. Pandurang Timblo Industries, Margao, Goa—Opponent.

PRESENT:

Shri N. K. Vanl—Presiding Officer.

APPEARANCES:

For the complainant—Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union, Goa.

For the Opponent—Shri Ramesh Desai, Labour Adviser.

INDUSTRY: Iron Ore Mines

STATE: Goa, Daman and Diu.

Bombay, dated the 11th November 1970

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act, 1947 by Shri T. Mohamed against the opponent company.

2. The facts giving rise to this complaint are as follows:—

3. The complainant Shri T. Mohamed was working with the opponent company M/s. Pandurang Timblo Industries, Margao, Goa as a cleaner in Sonshi Mine for 3 years. He alongwith other workers went on strike with effect from 14th February 1969 at the instance of Goa Mining Labour Welfare Union on account of dispute in connection with implementation of final recommendations of the Central Wage Board for Iron Ore Mining Industry, in respect of the workmen employed in Iron Ore Mines of M/s. Pandurang Timblo Industries, with effect from 1st January 1968 and not from 1st January 1967 as accepted by the Government of India. As the Central Government by its Order No. 24/5/69LRI(I), dated 20th March 1969 referred the dispute to the Tribunal for adjudication and as it by its Order No. 24/5/69-LRI(II), dated 20th March 1969, prohibited the continuation of strike in the mines of M/s. Pandurang Timblo Industries, the Union withdrew the strike with effect from 22nd March, 1969, and directed the workmen to report back for work.

4. It is alleged by the Company that on 25th February 1969 during noon, the complainant Shri T. Mohamed advised the company's other employee Shri Sheikh Ismail, Shovel Operator to stop working for the company and gave him threat of severe beating. As this amounted to misconduct under clause No. 21(11) of the Certified Standing Orders of the company it issued show cause notice to the complainant for showing cause as to why disciplinary action be not taken against him (*vide* Ex. 4/E). As he refused to accept the same, charge sheet (*vide* Ex. 5/W) dated 13th March 1969 was issued to him.

5. Shri M. P. Kamat held enquiry against the complainant on 20th March 1969 and submitted his finding on the same day to the management. The management by its letter Ex. 3/W dated 20th March 1969 dismissed the complainant as the misconduct alleged to have been committed by him was held proved.

6. The complainant's case is that he was wrongfully and illegally dismissed from service as he took part in the strike and that his dismissal amounts to victimisation in order to get rid of him and deprive him of the benefits of the Wage Board recommendations.

7. It appears from the arguments advanced before me that the complainant's case is that he is covered by the dispute regarding Wage Board recommendations referred to this Tribunal, that as he has been dismissed during the pendency of the dispute in reference No. CGIT-2/2 of 1969, as the company has not applied to the Tribunal for permission for approving its motion of dismissal, offering one month's wages and as it has contravened Section 33 of the Industrial Disputes Act, 1947, he has filed this complaint under Section 33A of the said Act for setting

aside his dismissal and for his reinstatement with continuity of service and back wages.

8. The opponent company has not filed any written statement..

9. From the arguments advanced before me and the evidence oral and documentary produced before me, the following points arise for decision in this case.

- (i) Whether the employer has contravened the provisions of Section 33 of the Industrial Disputes Act, 1947?
- (ii) Whether the dismissal of the complainant by the employer is justified?
- (iii) If not, to what relief is the complainant entitled?
- (iv) What order?

10. My findings are as follows:—

- (i) Yes.
- (ii) No.
- (iii) The complainant is entitled to reinstatement with continuity of service and all benefits, with back wages.
- (iv) As per order.

Point No. (i)

REASONS

11. At the out-set, it may be noted that both the company and the complainant were under the impression that the Central Government has referred the dispute relating to Wage Board recommendations to this Tribunal on 22nd March 1969. On this basis, Shri Ramesh Desai representing the company contended that there was no contravention of Section 33 of the Industrial Disputes Act, 1947 in this case because the complainant was dismissed by the company by its letter Ex. 3/W dated 20th March, 1969 with immediate effect and because no reference covering the complainant was pending before the Tribunal on that day.

12. Shri George Vaz representing the complainant on the other hand contended that the dismissed letter Ex. 3/W was received by the complainant on 28th March, 1969 and that in as much as the dispute covering the complainant was referred to this Tribunal on 22nd March, 1969 and in-as-much as the company had not made any application to the Tribunal for approving the action of dismissal, offering one month's wages to the complainant, it had contravened the provisions of Section 33 of the Industrial Disputes Act, 1947 and that on account of this, this Court has jurisdiction to entertain the complaint of the aggrieved workman.

13. On getting the facts verified from the Gazette, it has transpired that the dispute in question was referred to this Tribunal by the Central Government* on 20th March, 1969.

14. After seeing the Gazette, Shri Ramesh Desai has conceded before me that he is not pressing his argument based on the assumption that the dispute was referred to the Tribunal on 22nd March, 1969 and that the workman was dismissed on 20th March, 1969, when the dispute was not pending.

15. From the facts referred to above, it is crystal clear that the dispute regarding Wage Board recommendations was referred to the Tribunal on 20th March, 1969. The complainant workman is said to have been dismissed by the company by its letter, Ex. 3/W, dated 20th March, 1969. The complainant is admittedly covered by the dispute referred to this Tribunal. It was therefore, necessary for the company to apply to this Tribunal under Section 33 2(B) of the Industrial Disputes Act for approving its action of dismissal of the complainant, offering one month's wages. It has failed to do so. The company has, therefore, contravened the provisions of Section 33 of the Industrial Disputes Act. The complainant is, therefore, entitled to make complaint under Section 33A of the Industrial Disputes Act, 1947 to this Tribunal. Hence by finding on Point No. 1 is in the affirmative.

16. Shri George Vaz representing the complainant contends that the enquiry held by the company against the complainant for the misconduct alleged to have been committed by him was not proper and fair, that the company contravened the provisions of the Standing Orders in holding enquiry and that on account of this, the enquiry is vitiated.

17. The Charge-sheet Ex. 5/W dated 13th March, 1969 shows that the charges levelled against the complainant by the company were as follows:—

“(1) Advising co-worker Shri Shaik Ismail to stop work and threatening him of severe beating on 25th February, 1969.

(2) Refusal to accept the Show Cause Notice.”

18. Shri Ramesh Desai for the company contends that charge No. 1 is misconduct within the meaning of clause 21(11) and that charge No. 2 is misconduct under clause 21(27) of the Certified Standing Orders of the company.

19. Clause 21(11) of the Certified Standing Orders of the company dated 28th September, 1965 is as follows:—

“Drunkenness, riotous, disorderly or indecent behaviour, use of abusive language, threatening, intimidating or coercing other workmen or wrongfully interfering with the work of other workmen, assault or threat of assault either provoked or otherwise within the establishment.”

20. It will be clear from the above clause 21(11) of the Certified Standing Orders that threatening other workmen within the establishment is a misconduct on the part of the employee.

21. Clause 2(c) of the Certified Standing Orders defines the ‘establishment’ as follows:—

“Establishment means the Iron Ore Mines of M/s. Pandureng Timble Industries Ltd., Margao, Goa, in Goa Territory to which the Industrial Employment (Standing Orders) Act, 1946, applied and also the Iron Ore Mines which these Standing Orders are made applicable by the Company by issuing a notice in that behalf for information of the workmen employed in the said Mines.”

22. On going through the evidence of Shri Ramayya, Ex 14/E, examined on behalf of the company before me, I find that the alleged incident is said to have taken place while the Caterpillar was going down the hill for taking it to the office by public road. Admittedly the incident has not taken place within the establishment of the company. If the incident has not taken place within the establishment of the company, the employee concerned cannot be charged under clause 21(11) of the Certified Standing Orders. The remedy of the company is to file criminal case against him and to take disciplinary action against him after he is convicted by the criminal court.

23. As the alleged incident covered by charge No. 1 has not taken place within the establishment of the company, there could not be any misconduct under clause 21(11) of the Certified Standing Orders.

24. Charge-sheet Ex. 5/W does not mention the place where the incident has taken place. To that extent it is vague and indefinite.

25. The second charge regarding refusal to accept show cause notice is incidental to charge No. 1. If there could not have been any valid charge in respect of threatening under clause 21(11) of the Certified Standing Orders, there could not have been any charge No. 2 regarding refusal to accept the same.

26. Shri Kamat was the Enquiry Officer in this case. He held enquiry against the complainant on 20th March, 1969. He has produced the original enquiry papers and findings at Ex. 6/E consisting 6 pages. His evidence proves the original enquiry proceedings and findings.

27. During the enquiry Shri Shaik Ismail and Shri Ramayya were examined as witnesses on behalf of the company. The statement of Shri T. Mohamed was also recorded by Shri Kamat.

28. Shri T. Mohamed in his evidence Ex. 2/W before me says as follows:—

“As mentioned in the charge-sheet I attended the enquiry at Sonshi Mine at 10 A.M. on 20th March, 1969.

Shri M. P. Kamat was the enquiry Officer. Shri Sheikh Ismail was present at the time of enquiry. Shri Sheikh Ismail stated in my presence to the Enquiry Officer that he had seen me standing on the road. He did not tell him that I had given him treat. He did not say anything more. Shri Sheikh Ismail gave reply in Urdu. Shri Kamat recorded what Ismail stated. I do not know in what language Shri

Kamat was recording statement. I do not know Urdu. Statement of Shri Sheikh Ismail was not explained to me by Shri Kamat either in Konkani or in Hindi. There is no much difference between Hindi and Urdu. I could follow what Shri Ismail was saying. Shri Kamat was talking to Shri Ismail in Hindi.

Shri Ramayya was not present at the time of enquiry. Shri Ramayya was not examined during the enquiry.

Shri Kamat asked me as to why I had gone to beat Shri Sheikh Ismail. I told him that I had not gone to beat Shri Ismail but I was standing on the road. Shri Kamat did not ask me any question regarding show-cause notice during enquiry. During the enquiry Manager and Police were present, Manager Raikar was present at the time of enquiry. Seven Police men were standing outside the enquiry room. Shri Vishnath Borker was not present at the time of enquiry. Shri Gopal Naik was not present at the time of enquiry."

29. At the outset it may be noted that on 8th November, 1969, the company produced copies of enquiry proceedings and findings in this complaint alongwith letter dated 8th November, 1969.

30. Shri George Vaz has produced copies of enquiry proceedings and findings given to him by the company on 8th November, 1969 and he has also produced another set of copies of enquiry proceedings and findings given by the company to him on 25th September, 1970. Both these sets have been produced before me by Shri George Vaz alongwith letter Ex. 16/W.

31. The Original enquiry proceedings and findings have been produced before me on 24th September, 1970 alongwith application by the company. In these original papers there are endorsements marked A,B,C,D and E. Similar endorsements are there on the copies of enquiry proceedings given to Shri George Vaz on 25th September, 1970 but we do not find these endorsements on the copies of enquiry proceedings and findings given earlier on 8th November, 1969.

32. As the endorsements A,B,C,D and E found to have been made in the original enquiry papers produced at Ex. 6/E, do not find place on copies produced in this Tribunal on 8th November, 1969 and on copies given to Shri Vaz on 8th November, 1969, suspicion arises about the fairness in holding domestic enquiry against the complainant. If these endorsements would have been on the original proceedings right from the beginning, the company would not have failed to make mention of them while producing the copies in the Tribunal and given the same to the other side, as there are material portions of the enquiry proceedings.

33. The facts on record show that Shri Kamat held enquiry at Sonshi Mine against the complainant on 20th March, 1969. He gave his findings on the same day. The company passed dismissal order Ex. 3/W on the same day at Margao, which is far away from Sonshi.

34. The dismissal letter Ex. 3/W bearing the signature of Shri Subhash Timblo, blo, Partner, dated 20th March, 1969 is as follows:—

"Shri T. Mohamed
Cleaner
Sonshi Mine.
Dear Sir,

We refer to the charge-sheet issued to you on 28th February, 1969 and the subsequent enquiry held today at our Sonshi Mine Office, and regret to inform you that the charges levelled against you have been proved.

As the offences committed by you are of serious nature, the Management is constrained to dismiss you from the services with immediate effect.

You are hereby advised to contact our Head Office on 24th March, 1969 to settle your account.

We are,

Yours faithfully,
Panduronga Timblo Industries
(Sd.) Subhash Timblo, Partner."

35. It appears from the dismissal letter referred to above that the company referred to the charge-sheet issued to the complainant on 28th February, 1969

and the enquiry held on 20th March, 1969. It appears that show cause notice Ex. 4/E was dated 28th February, 1969 and charge-sheet was issued on 13th March, 1969 and not on 28th February, 1969. It, therefore, appears to me that the company has not properly applied its mind and considered the enquiry proceedings and findings. If the company had properly applied its mind and gone through the enquiry proceedings and findings carefully, it would not have committed the mistake in mentioning that chargesheet was issued on 28th February, 1969.

36. Shri George Vaz contends that the company has not complied with the provisions of clause 21(g) of the Standing Orders because the company has not taken into consideration the gravity of misconduct, the previous record of the complainant and other extenuating or aggravating circumstances while awarding the punishment of dismissal. In support of this contention he relies on the ruling of the High Court of Judicature at Madras in the case of Mahalakshmi Textile Mills Versus Labour Court Madurai and others reported in 1963, II, LLJ, Page 58. The relevant portion of that ruling is as follows:—

"The Standing Orders of an establishment *inter alia* constituted absence without leave for eight consecutive days a misconduct. It further provided that in awarding punishment to a workman found guilty of misconduct at a domestic enquiry the management shall take into account the gravity of misconduct, the previous record if any of the workman and any other extenuating circumstances that may exist.

A workman who was found guilty of remaining absent without leave for more than eight consecutive days at the domestic enquiry was awarded the punishment of dismissal from service. The concerned workman did not participate in the domestic enquiry.

The Labour Court adjudicating the dispute set aside the order of dismissal, and directed his reinstatement.

The writ petition preferred by the employer to quash the resulting award was dismissed on ground that the management had filed to take into account the various factors before awarding punishment as required by the relevant provisions of the standing order (such as gravity of the misconduct, past record of the workman and the extenuating circumstances, if any). The award of the Labour Court was interpreted in substance and effect, as amounting to a conclusion or finding that relevant matters had not been taken into consideration by the management in awarding punishment."

37. After the receipt of enquiry proceedings and findings about the enquiry held against the complainant it was necessary for the company to give opportunity to the complainant for showing cause as to why the punishment of dismissal should not be inflicted on him. After giving him necessary opportunity and after considering the gravity of the misconduct, the previous record and other extenuating or aggravating circumstances, if any, the company should have inflicted the punishment of dismissal, if found necessary and just. It does not appear from the dismissal letter Ex. 3/W that the company had taken into consideration the previous record of the employee, the gravity of the misconduct and other extenuating or aggravating circumstances that may exist. The company has clearly violated the principles of natural justice in not giving sufficient opportunity to the workman by not complying with provisions of clause 21(g) of the Standing Orders. Hence the domestic enquiry held against the complainant was not proper and fair. The same is vitiated.

38. Shri Ramesh Desai for the company contends that mere contravention of Section 33 cannot entitle the complainant to reinstatement asked for in his complaint. There is much force in this contention.

39. Mere contravention of the provisions of Section 33 of the Industrial Disputes Act, 1947 would not entitle the complainant to reinstatement. It is well settled that in proceedings under Section 33A, even if it is proved that the impugnant order of dismissal of the employee was in contravention of Section 33, it is open to the employer to justify the dismissal by adducing satisfactory evidence before the Tribunal.

40. In the present case I find from the material before me that there was no proper enquiry held against the employee by the company because it has not complied with the provisions of the Standing Orders regarding holding domestic enquiry as discussed above. Hence this case has to be considered on merit, i.e. on evidence adduced before me by the company.

41. At the outset, it may be noted that Shri Shaikh Ismail to whom the threat is said to have been given by Shri T. Mohamed is not examined before me. The explanation given by Shri Ramesh Desai for not examining Shri Ismail is that he is not in the service of the company now and that his whereabouts are not known.

42. Shri Ramesh Desai has not produced any evidence to show that attempts were made to find out the whereabouts of Shri Shaikh Ismail and that he could not trace him. In the absence of evidence to this effect on record, his mere explanation at the time of arguments for not examining Shri Sheikh Ismail is not sufficient and the same cannot be accepted.

43. It appears from Shri Ramayya's evidence (Ex. 14/E) before me that on reaching the office after the incident he met Mines Manager Shri Salker along with Shri Shaikh Ismail and that Shri Salker, Mines Manager, reduced the say of Shri Sheikh Ismail in writing. As Shri Sheikh Ismail is said to have given complaint and Shri Salker, Mines Manager recorded the complaint immediately after the incident on his reaching the office, it was absolutely necessary for the company to produce that complaint on record in the enquiry proceedings and as well as before me. That complaint would have been the best document to find out as to whether Sheikh Ismail was giving correct version or not. In the absence of that written complaint, doubt arises about the version alleged to have been given by Shri Sheikh Ismail before the enquiry Officer.

44. As regards the first charge regarding advising co-worker Shri Shaikh Ismail to stop work and threatening him of severe beating, Shri Ramayya, Ex. 14/E, speaks about the same. His evidence before me shows that the alleged incident took place while caterpillar was going down by the public road. As the incident has not taken place within the establishment of the company, there could not be any misconduct within the meaning of clause 21(11) of the Standing Orders.

45. As regards Shri Ramayya's evidence Ex. 14/E regarding advising co-worker Shri Sheikh Ismail to stop work and threatening him of severe beating by Shri T. Mohamed, I find that his evidence does not inspire any confidence. He has not impressed me as a witness of truth.

46. In his evidence Ex. 14/E before me he says that he had not given the number of caterpillar to the Enquiry Officer but his statement before the enquiry Officer shows that he had given the number of the Caterpillar as 977. It appears that he is not giving consistent version. This fact leads me to infer that this witness has no respect for truth and that he is saying anything at any time. His evidence, as against T. Mohamed, therefore, deserves to be rejected.

47. If the evidence of Shri Ramayya is rejected there is no other evidence to show that Shri T. Mohamed had given threat to Shri Sheikh Ismail and advised him to stop work.

48. As regards the first charge Shri T. Mohamed stated before the Enquiry Officer as mentioned below:—

"I was just washing my feet and hands at that time I saw Cat 977 driven by Shaikh Ismail. I did not threaten him nor did I sign by hands. I had asked Shri Vithal Gauns working on Company's Euclid dumber who had come from Pali mines not to come again to Sonshi Mine. I had seen Shri Ramayya behind Cat 977."

49. It is clear from the above statement that he did not accept the allegation relating to charge No. 1 made against him before the Enquiry Officer.

50. In short considering the evidence of Shri T. Mohamed Ex. 2/W and his statement before the Enquiry Officer along with the evidence of Shri Ramayya before me, I find that even on merit the allegation against Shri T. Mohamed that he advised Shri Shaikh Ismail to stop work and that he gave threat of severe beating is not established.

51. As regards the second charge regarding refusal to accept the show cause notice reliance is placed on the endorsement regarding refusal, made on the notice Ex. 4/E dated 28th February, 1969.

52. Shri T. Mohamed, Ex. 2/W, says in his evidence before me that Shri Salker did not give him any notice and that it is not true that he refused to accept the same.

53. Shri Salker Ex. 7/E states that he tried to serve the show cause notice Ex. 4/E on the complainant but he refused to accept the same in the presence of two witnesses namely S/Shri Lotliker and Vishnath Borker. Shri Lotliker Ex. 9/E supports him saying that he has made signature on Ex. 4/E. Shri Vishnath Borker Ex. 10/E also says that Shri T. Mohamed refused to accept the show cause notice Ex. 4/E and that he has attested the endorsement.

54. In the cross-examination of Shri Borker (Ex. 10/E) he says as follows:—

"I work on the mine but I had come to the office to take a slip book. S/Shri M. P. Kamat, Salker and Lotliker were present in the office of the mines. I do not remember who else were there. Shri Mohamed was in the room when I went there. Shri Salker, Manager handed over the show cause notice to Shri Mohamed. I witnessed nothing in Sonshi Mine Office. I attested Ex. 4/E dated 28th February, 1969 at the instance of Shri Kamat, Enquiry Officer. At that time Shri Kamat was asking some questions to Shri Mohamed and recording his answer. At that time Shri Kamat asked to sign Ex. 4/E."

55. If the show cause notice was attempted to be served on Shri T. Mohamed on 28th February, 1969, Shri Kamat had no reason on that day to ask questions to Shri Mohamed at that time and to record his answer. Shri Borker's evidence in his cross-examination, that he attested the show cause notice on 28th February, 1969 at the instance of Shri Kamat, Enquiry Officer and that at that time Shri Kamat was asking questions to Shri Mohamed and recording answer, indicates that the endorsements were made on show cause notice Ex. 4/E at the time of holding enquiry against Shri T. Mohamed.

56. If we consider the evidence of Shri Salker, Shri Lotliker and Shri Borker together in the light of the admissions given by Shri Borker in his cross-examination that he attested Ex. 4/E at the instance of Shri Kamat when Shri Kamat was asking questions and recording answers, doubt arises about the company's case that show cause notice was attempted to be served on the complainant on 28th February, 1969 and that he refused to accept the same on that day.

57. A perusal of the original enquiry papers, Ex. 6/E, page 5, shows that after the statement of the complainant was recorded by Shri Kamat, he cross-examined him and put two questions. He asked him as to why he refused to accept the show cause notice, without mentioning the date on which he refused to accept the same. The complainant replied that he refused to accept the show cause notice because he was not on duty.

58. As the Enquiry Officer did not put specific date to the complainant regarding his refusal to accept show cause notice, doubt about the company's case that he refused to accept the show cause notice on 28th February, 1969 arises. Hence the second charge levelled against the complainant also fails.

59. The company has dismissed the complainant holding that he gave advice to co-worker Shri Shaikh Ismail to stop work and threatens him of severe beating and that he refused to accept show cause notice. On evidence before me on merit I have found both the charges levelled against the complainant not proved. Hence the dismissal of the complainant by the company on this ground is not justified. Hence my finding on Point (No. ii) is as above.

Point No. III

60. As the complainant's dismissal by the company is not justified, he is entitled to reinstatement with continuity of service and back wages together with all benefits from the date of dismissal till the date of reinstatement. Hence my finding on Point No. iii is as above.

Point No. IV

61. In view of the above findings, I pass the following order:—

ORDER

- (i) It is hereby declared that the complainant's dismissal by the company is not justified and that the same is set aside.
- (ii) The opponent company is directed to reinstate the complainant with continuity of service and to give him back wages and other benefits right from the date of dismissal till the date of reinstatement.

- (iii) Award is made accordingly.
- (iv) No order as to costs.

(Sd.) N. K. VANI,
Presiding Officer,
Central Govt. Industrial Tribunal No. 2 Bombay.
[No. 24/5/69-LRIV.]

New Delhi, the 5th December 1970

S.O. 3919.—Whereas an industrial dispute exists between the management of the Jamuria A/B Pits Colliery of Messrs Equitable Coal Company Limited, Post Office Nandi, District Burdwan and their workmen represented by Colliery Mazdoor Congress (HMS), Asansol;

And whereas the said employers and workmen have by a written agreement in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947) agreed to refer the said dispute to arbitration of the person specified therein, and a copy of the said agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (4 of 1947), the Central Government hereby publishes the said arbitration agreement.

FORM "C"

(Under Section 10A of the Industrial Disputes Act, 1947)

Agreement

BETWEEN

NAME OF PARTIES:

Representing employers—Shri A. K. Tarafdar, Labour Officer, M/s. Equitable Coal Co. Ltd., P.O. Dishergarh, Dist: Burdwan.

Representing employees—Shri Jayanta Podder, Joint Secretary, Colliery Mazdoor Congress (HMS) Asansol.

It is agreed between the parties to refer the following industrial dispute to the arbitration of Shri H. G. Bhawe, Assistant Labour Commissioner (Central), Calcutta:—

- (i) *Specific matters in dispute.*—"Whether the management of the Jamuria A/B Pits Colliery of M/s. Equitable Coal Co. Ltd., P.O. Nandi, Dist: Burdwan was justified in dismissing Shri Shyamdeo Singh, Depot Guard from 16th July, 1970? If not to what relief is the workman entitled?"
- (ii) *Detailed of the parties to the dispute including the name and address of the establishment or undertaking involved.*—Employers in relation to Jamuria A/B Pits Colliery of M/s. Equitable Coal Co. Ltd., P.O. Nandi, Dt. Burdwan and their workmen.
- (iii) *Name of the union, if any representing the workmen in question.*—Colliery Mazdoor Congress (HMS), Asansol.
- (iv) *Total No. of workmen employed in the undertaking affected.*—600 Appx.
- (v) *Estimated number of workmen affected or likely to be affected by the dispute.*—1.

We further agree that the decision of the arbitrator shall be binding on us.

The arbitrator shall make his award within a period of six months or within such further time as is entered by mutual agreement between us in writing. In case the award is not made within the period above mentioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties

Representing employers:

(Sd.) Shri A. K. TARAFDAR.
13-10-70.

Representing employees:

(Sd.) Shri JAYANTA PODDER.
13-10-70.

Witnesses:

(Sd.) 1. ILLEGIBLE.
(Sd.) 2. ILLEGIBLE.

[File No. 8/191/70-LR11]

(श्रम और रोजगार विभाग)

नई दिल्ली, 5 दिसम्बर, 1970

का०श्रा० 3919.—यतः मैसर्स ईक्वीटेबल कोल कम्पनी लिमिटेड, डाकघर नंदी, जिला बर्दवान की जमुरिया ए/बी पिट्स कोलियरी के प्रबन्धतंत्र और उनके कर्मकारों के बीच, जिनका प्रतिनिधित्व कोलियरी मजदूर कांग्रेस (हिन्द मजदूर सभा), आसनसोल करती है, एक औद्योगिक विवाद विद्यमान है ;

और यतः उक्त नियोजक और कर्मकार औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के उपबन्धों के अनुसरण में एक लिखित करार द्वारा उक्त विवाद को उसमें विनिर्दिष्ट व्यक्ति को माध्यस्थ के लिए निर्देशित करने पर सहमत हो गये हैं और उक्त करार की एक प्रति केन्द्रीय सरकार को भेजी गई है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (3) के उपबन्धों के अनुसरण में केन्द्रीय सरकार उक्त माध्यस्थ करार को, एतद्वारा प्रकाशित करती है ।

(करार)

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन)

पक्षों के नाम।

नियोजकों का प्रतिनिधित्व करने वाले

श्री ए० के० तरफदार, श्रम अधिकारी, मैसर्स ईक्वीटेबल कोल कम्पनी लिमिटेड, डाकघर दिशोरगढ़, जिला बर्दवान ।

कर्मचारियों का प्रतिनिधित्व करने वाले

श्री जयंता पोड्डर, संयुक्त सचिव, कोलियरी मजदूर कांग्रेस (हिन्द मजदूर सभा) आसनसोल ।

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को श्री एच० जी० भावे, सहायक श्रम आयुक्त (केन्द्रीय) कलकत्ता के माध्यस्थ निर्णय के लिए निर्देशित करने का करार किया गया है :—

(i) विनिर्दिष्ट विवादग्रस्त विषय :—

“क्या मैसर्स ईक्वीटेबल कोल कम्पनी लिमिटेड, डाकघर नंदी, जिला बर्दवान की जमुरिया ए/बी पिट्स कोलियरी के प्रबन्धतंत्र का श्री श्यामदेव सिंह, डिपो गार्ड को 16 जुलाई, 1970 से पदच्युत करना न्यायोचित था ? यदि नहीं, तो कर्मकार किस अनुतोष का हक्कार है ?”

(ii) विवादके पक्षकारों का विवरण मैसर्स ईक्वीटेबल कोल कम्पनी लिमिटेड, डाकघर नंदी, जिला बर्दवान की जमुरिया ए/बी पिट्स कोलियरी से सम्बद्ध नियोजक और उनके कर्मकार ।
जिसमें अन्तर्कलित स्थापन या उपक्रम का नाम और पता
सम्मिलित है ।

(iii) यदि कोई संघ प्रश्नगत कर्मकारों का प्रतिनिधित्व करता हो तो उसका नाम : कोलियरी मजदूर कांग्रेस (हिन्द मजदूर सभा) आसनसोल

(iv) प्रभावित उपक्रम में नियोजित } लगभग 600
कर्मचारों की कुल संख्या :

(v) विवाद से प्रभावित या सम्भावित : प्रभावित होने वाले कर्म-
कारों की प्राक्कलित संख्या } 1

हम यह भी करार करते हैं कि मध्यस्थ का विनिश्चय हम पर बाबद्ध कर होगा।

मध्यस्थ अपना पंचाट छः महीने की कालावधि या इतने और समय के भीतर देगा जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ाया जाय। यदि ऊपर वर्णित कालावधि के भीतर पंचाट नहीं दिया जाता तो माध्यस्थम के लिए निर्देश स्वतः रद्द हो जाएगा और हम नए माध्यस्थम के लिए बातचीत करने को स्वतंत्र होंगे।

पक्षकारों के हस्ताक्षर

ह०।—

ह०।— जयंता पोंड्डार

13-10-70

ह०।—

ह०।—

नियोजकों का प्रतिनिधित्व करने वाले

कर्मचारियों का प्रतिनिधित्व करने वाले

साक्षी : 1-ह०।—

2-ह०।—

[सं० 8/191/70—एल आर-2]

(Department of Labour and Employment)

ORDERS

New Delhi, the 6th November 1970

S.O. 3920.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Chasnala Colliery of Messrs Indian Iron and Steel Company Limited, Post Office Patherdih, District Dhanbad and their workmen in respect of the matters specified in the schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 2), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

“Whether the action of the management of Chasnala Colliery of Messrs Indian Iron and Steel Company Limited, Post Office Patherdih, District Dhanbad in designating the following 56 Ropeway Guards as unskilled mazdoors and fixing them in the pay scale of category I as prescribed in the recommendations of the Central Wage Board for Coal Industry with effect from the 21st April, 1969 is justified? If not, to what relief are the workmen entitled and from what date?”

S. No.	Name
1.	Shri Haradhan Mukherjee.
2.	Shri Saktipado Majhi.
3.	Shri Modhan Mukherjee.

S. No. Name

4. Shri Jagar Mall Singh.
5. Shri Jagdish Chandra Mishra.
6. Shri Nagina Dhobi.
7. Shri Taslim Khan.
8. Shri Arjun Louri.
9. Shri Sidhnath Singh.
10. Shri Md. Islam.
11. Shri Gafar Khan.
12. Shri Karnail Singh.
13. Shri Jalandhar Singh.
14. Shri Madan Mohan Singh.
15. Shri Kinkar Duggar.
16. Shri Dipnarayan Singh.
17. Shri Dilip Das.
18. Shri Sarifan Koiri.
19. Shri Rudal Mishra.
20. Shri S. N. Choudhury.
21. Shri Jail Chand Gope.
22. Shri Ram Naresh Kewat.
23. Shri Ram Pat Yadav.
24. Shri Abdul Rajak.
25. Shri Alimuddin Khan.
26. Shri Purna Chandra Mishra.
27. Shri Jagannath Singh.
28. Shri Uma Pada Singh.
29. Shri Karan Singh.
30. Shri Pannu Dusaadh.
31. Shri Janak Prasad.
32. Shri Sujan Mahato.
33. Shri Sri Ram Yadav.
34. Shri Devi Deen Rai.
35. Shri Hari Kanth Mishra.
36. Shri Ghanshyam Singh.
37. Shri Dhirji Singh.
38. Shri Ganga Singh.
39. Shri Babu'al Hemaron.
40. Shri Kamal Singh.
41. Shri Mohan Das.
42. Shri Nitya Pd. Singh.
43. Shri Rajba'i Singh.
44. Shri Sesh Nath Rai.
45. Shri Rajendra Rai.
46. Shri Ekbal Singh.
47. Shri Raj Kumar Rai.
48. Shri Guru Bachan Singh.
49. Shri Bimal Chatterjee.
50. Shri Md. Ali Khan.
51. Shri Swaran Singh.
52. Shri Arjun Prasad.
53. Shri Magaram Gorain.
54. Shri Bishwanath Yadav.
55. Shri Bisishth Narayan Sharma.
56. Shri Paritesh Ojha.

[No. 1/40/70-LRII.]

प्रादेशीय

नई दिल्ली, 6 नवम्बर, 1970

प्रा० प्रा० 3920.—यतः केन्द्रीय सरकार की राय है कि इससे उपायवध अनुसूची में विनिर्दिष्ट विषयों के बारे में मेसर्स इंडियन आयरन एंड स्टील कंपनी लिमिटेड, ठाकुर पाथेरडिह, जिला धनबाद की बसनाला कोयलाखाना के प्रबन्धन से सम्बन्धित नियोजकों और उनके कर्मचारियों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिये निर्देशित करना बांछनीय समझती है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्-द्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण (सं० ८) धनबाद को न्यायनिर्णयन के लिये निर्देशित करती है।

अनुसूची

“क्या मेसर्स इंडियन अयरन एंड स्टील कंपनी लिमिटेड, डाकघर पथेरडिह, जिला धनबाद की घसनाला कोयलाखान के प्रबंधतंत्र की निम्नलिखित 56 रज्जू मार्ग गाड़ों को 21 अप्रैल, 1969 से अकुशल मजदूर के रूप में पदनाशित करने और कोयला उद्योग के लिये केन्द्रीय मजदूर बोर्ड की सिफारिशों में यथा विहित प्रवर्ग 1 के वेतनमान में नियत करने की कार्यवाही न्यायोचित है? यदि नहीं तो, कर्मकार किस अनुतोष के हकदार है और किस तारीख से?”

क्र० संख्या	नाम
1	श्री हरधन मुखार्जी
2	श्री शक्ति पद माझी
3	श्री मोधन मुखार्जी
4	श्री जागर मलसिंह
5	श्री ह्री शचन्द्र मिश्रा
6	श्री नगीना घोषी
7	श्री तसलीम खां
8	श्री अर्जुन बोरी
9	श्री सिद्धनाथ सिंह
10	श्री मो० इस्लाम
11	श्री गफार खां
12	श्री कर्नल सिंह
13	श्री जालन्धर सिंह
14	श्री मदन मोहन सिंह
15	श्री किकर दिब्बर
16	श्री दीपनारायण सिंह
17	श्री दिलीप दास
18	श्री सरीफन कोठरी
19	श्री रुदल मिश्रा
20	श्री एस० एन० चौधरी
21	श्री जेल चन्द गोप
22	श्री राम नरेश केवट
23	श्री रामपत यादव

क्रम संख्या	नाम
24	श्री अब्दुल रजाक
25	श्री अलिमुद्दीन खां
26	श्री पूर्ण चन्द्र मिश्रा
27	श्री जागरनाथ सिंह
28	श्री उमापद सिंह
29	श्री कर्णसिंह
30	श्री पन्तु दुसध
31	श्री जनक प्रसाद
32	श्री सुजन महतो
33	श्री श्रीराम यादव
34	श्री देवी दीन राय
35	श्री हरिकंठ मिश्रा
36	श्री घनश्याम सिंह
37	श्री गंगा सिंह
38	श्री धीरज सिंह
39	श्री बाबूलाक्ष हेमरान
40	श्री कामदेव सिंह
41	श्री मोहन दास
42	श्री नित्य प्रसाद सिंह
43	श्री राजबली सिंह
44	श्री शोशनाथ राय
45	श्री राजेन्द्र राय
46	श्री एकबल सिंह
47	श्री राजकुमार राय
48	श्री गुरु बचन सिंह
49	श्री बिमल चटर्जी
50	श्री मो० अली खां
51	श्री स्वर्ण सिंह
52	श्री अरुण प्रसाद
53	श्री मागाराम गोराई
54	श्री बिस्वनाथ यादव
55	श्री बशिष्ठ नारायण शर्मा
56	श्री परितोष ओझा ।

[सं० 1/40/70 एल० ग्रार० II]

S.O. 3921.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Balihari Colliery of Messrs Balihari Colliery Company (Private) Limited, Post Office Kusunda, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 2), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of Balihari Colliery of Messrs Balihari Colliery Company (Private) Limited, Post Office Kusunda, District Dhanbad, in dismissing Shri Chhatu Modak, Pump Khalsi, with effect from the 30th August, 1968, was justified? If not, to what relief is the workman entitled?"

[No. 2/104/70-LRIL.]

कां० आ० 3921.—यतः केन्द्रीय सरकार की राय है कि इससे उपाख्य अनुसूची में विनिर्दिष्ट विषयों के बारे में मेसर्स बलिहारी कोयलाखाने कंपनी (प्राइवेट) लिमिटेड, डाकघर कुसुन्दा, जिला धनबाद की बलिहारी कोयलाखाने के प्रबन्धन से सम्बन्धित नियोजकों और उनके कर्मचारियों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिये निर्देशित करना बांछनीय समझती है ;

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार एतद् द्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण (सं० 2) धनबाद को न्यायनिर्णयन के लिये निर्देशित करती है।

अनुसूची

"क्या मेसर्स बलिहारी कोयलाखाने कंपनी (प्राइवेट) लिमिटेड डाकघर कुसुन्दा, जिला धनबाद की बलिहारी कोयलाखाने के प्रबन्धन की श्री छटु मोदक, पम्प खलासी को 30 अगस्त, 1968 से पदच्युत करने का कार्यवाही न्यायोचित थी? यदि नहीं, तो कर्मकार किस अनुसूची का हकदार है ?

[सं० 2/104/70 एल० आर० II]

New Delhi, the 10th November 1970

S.O. 3922.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Rangakana Colliery, Post Office Samdi, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

"Whether the management of Rangakanali Colliery, Post Office Samdi, District Burdwan is justified in discharging Shri Pradyat Kumar Bhunia, Overman from service with effect from the 25th July, 1970? If not, to what relief is the workman entitled?"

[No. 6/62/70-I.RII.]

नई दिल्ली, 10 नवम्बर 1970

का० अ० 3922---यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में रंगकनाली कोलियरी, डाकघर सामदी, जिला बर्दवान के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निदेशित करना वांछनीय समझती है ;

यतः, अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता, को न्यायनिर्णयन के लिए निवेशित करती है।

अनुसूची

"क्या रंगकनाली कोलियरी, डाकघर सामदी, जिला बर्दवान के प्रबन्धतंत्र का श्री प्रद्युत कुमार भुनिया, ओवरमैन को 25 जुलाई, 1970 से सेवान्मुक्त करना न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है?"

[सं० 6/62/70-एल. आर-2]

S.O. 3923.—Whereas the employers in relation to the management of North Chirimiri Colliery, Post Office Gelahpani, District Surguja (Madhya Pradesh), and their workmen represented by Azad Kolla Shramik Sabha, Post Office Jhagra-khand Colliery, District Surguja (Madhya Pradesh) have jointly applied to the Central Government under sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) for reference of an industrial dispute that exists between them to an Industrial Tribunal in respect of the matters set forth in the said application and reproduced in the Schedule hereto annexed;

And whereas the Central Government is satisfied that the persons applying represent the majority of each party;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

SCHEDULE

"Whether the management of North Chirimiri Colliery is justified in not granting sick leave with full wages for 15 days in a year to its workmen? If not, to what relief are the workmen entitled?"

[No. 8/183/70-LRII.]

का० अ० 3923.—यतः नार्थ चिरिमिरी कोलियरी, डाकघर गेलाहपनी, जिला सरगजा (मध्य प्रदेश) के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों, जिनका प्रतिनिधित्व अजाद कोयला श्रमिक सभा, डाकघर झगराखंड कोलियरी, जिला सरगजा (मध्य प्रदेश) करती है, ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (2) के अधीन संयोजन रूप से केन्द्रीय सरकार को आवेदन किया है कि वह उनके बीच विद्यमान औद्योगिक विवाद को उक्त अधिनियम के

में उपवर्णित और इससे उपाबद्ध अनुसूची में उद्धृत विषयों के बारे में किसी औद्योगिक अधिकरण को निर्देशित करे ; ;

और यतः केन्द्रीय सरकार का समाधान हो गया है कि आवेदन करने वाले अधिष्ठान प्रत्येक पक्षकार को बहुमत का प्रतिनिधित्व करते हैं ;

अतः, अब, औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7—क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर को न्याय निर्णयन के लिए निर्देशित करती है।

अनुसूची

‘क्या नार्थ चिरिमिरी होलियरी के प्रबन्धतंत्र का अपने कर्मचारियों को वर्ष में 15 दिन की पूरी मजदूरी सहित बीमारी की छुट्टी मजूर न करना न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष के हकदार हैं?’

[सं० 8/183/70—एल आर-2]

New Delhi, the 5th December 1970

S.O. 3924.—Whereas an industrial dispute exists between the employers in relation to the Bararee/Jealgora Collieries of Messrs East Indian Coal Company Limited, Post Office Jealgora, Dhanbad and their workmen represented by the Bihar Coal Miners' Union, Digwadih, Dhanbad;

And whereas the said employers and workmen have by a written agreement in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947) agreed to refer the said dispute to arbitration the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government.

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement.

FORM “C”

(See Rule 7)

Agreement

(Under Section 10A of the Industrial Disputes Act, 1947)

BETWEEN

NAME OF PARTIES:

Representing Employers—Bararee/Jealgora Collieries of M/s. East Indian Coal Co. Ltd., P.O. Jealgora, Dhanbad.

Representing Workmen—Bihar Coal Miners' Union, Digwadih, Dhanbad.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Sri N. V. Rao, Presiding Officer, Central Govt. Industrial Tribunal (No. 2), Dhanbad

(i) *Specific matters in dispute*—(i) “What should be the rate of payment for working on a Sunday, the weekly day of rest in respect of the workmen of the Engineering Department of the Bararee and Jealgora Collieries of M/s. East Indian Coal Co. Ltd.?” (ii) “Whether the demand of the workmen for payment for working on Sunday, weekly day of rest, at the rate of normal wages for the day plus 1½ time extra is justified?”

(ii) *Details of the parties to the dispute including the name and address of the establishment or undertaking involved.*—(i) *Employers*—East

Indian Coal Co. Ltd., Bararee/Jealgora Collieries, P.O. Jealgora, Dhanbad. (2) Workmen—Employees of Engineering Dept. of Bararee and Jealgora Collieries.

- (iii) *Name of the Union, if any, representing the workmen in question.*—Bihar Coal Miners' Union.
- (iv) *Total number of workmen employed in the undertaking affected.*—3849 (approximately).
- (v) *Estimated number of workmen affected or likely to be affected by the dispute.*—198 (approximately).

The decision of the Arbitrator shall be binding on us. (We further agree that the parties shall abide by the decision of the Arbitrator. The Arbitrator shall make his award within a period of four months from the date of publication of notification in the gazette (here specify the period agreed upon by the parties) or within such further time as is extended by mutual agreement between us in writing. In case the Award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration).

SIGNATURE OF THE PARTIES:

Representing Employers:

- (Sd.) 1. Shri S. K. NARGUNDKAR,
Executive Adviser,
East Indian Coal Co. Ltd.
- 2. (Sd.) A. K. CHATTERJEE,
Colliery Superintendent,
Bararee/Jealgora Collieries.
- 3. (Sd.) P. K. MAJUMDAR,
Administrative Officer,
East Indian Coal Co. Ltd.,

Representing Workmen:

- 1. (Sd.) PRITISH CHANDA,
President,
Bihar Coal Miners' Union.
- 2. (Sd.) ANIL SARKAR,
Secretary,
Bihar Coal Miners' Union.

Witnesses:

- 1. (Sd.) J. P. SRIVASTAVA.
- 2. (Sd.) K. C. DUTTA.

Dated: The 3rd August, 1970.

As per Rule 7 of the Industrial Disputes (Central) Rules, 1957 I express my consent to arbitrate in the above mentioned matters of dispute.

N. VENKATA RAO,
Central Government Industrial Tribunal (No. 2), Dhanbad.
[No. 8/133/570-LR. II]

नई दिल्ली, 5 दिसम्बर, 1970

का० आ० ३९२४.—यतः मीसर्स ईस्ट इंडिया कोल कम्पनी लिमिटेड, डाकघर जौलगोरा, धनबाद की बरारी। जौलगोरा कोलियरीज से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, जिनका प्रतिनिधित्व बिहार कोल माइन्स यूनियन, डिग्बाडीह, धनबाद करती है, एक औद्योगिक विवाद विद्यमान है ;

और यतः, उक्त नियोजकों और उनके कर्मचारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क, की उपधारा (1) के उपबन्धों के अनुसरण में एक लिखित करार द्वारा उक्त विवाद को उसमें विनिर्दिष्ट व्यक्ति के माध्यम से निः निर्णित करने का करार कर लिया है और उक्त मध्यस्थ करार की एक प्रति केन्द्रीय सरकार को भेजी गई है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (3) के उपबन्धों के अनुसरण में केन्द्रीय सरकार उक्त माध्यम करार को एतद् द्वारा प्रकाशित करती है।

(करार)

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन)

पक्षकारों पक्षकारों के नाम निम्नलिखित के बीच

नियोजकों का प्रतिनिधित्व करने वाले . मैसर्स ईस्ट इंडियन कोल कम्पनी लिमिटेड, डाकघर जीलगोरा, धनबाद, की बरारी जीलगोरा कालियरी ।

कर्मकारों का प्रतिनिधित्व करने वाले बिहार कोल माइनर्स यूनियन डिग्वाडीह-धनबाद

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को एतद्वारा श्री एन० वी० राव, पीठासीन अधिकारी, केन्द्रीय सरकार औद्योगिक अधिकरण (संख्या 2), धनबाद के माध्यस्थता के लिए निर्देशित करने का करार किया गया है :—

- (i) विनिर्दिष्ट विवादग्रस्त विषय
 - (1) मैसर्स ईस्ट इंडियन कोल कम्पनी लिमिटेड की बरारी और जीलगोरा कोलियरीज के इंजीनियरी विभाग के कर्मकारों के बारे में रविवार साप्ताहिक छुट्टी के दिन, काम करने के लिये संदाय की दर क्या होनी चाहिए ?
 - (2) क्या कर्मकारों की रविवार-साप्ताहिक छुट्टी के दिन, काम करने के लिए उस दिन की प्रसामान्य मजदूरी के साथ उसका 1-गुणा अतिरिक्त की दर से संदाय की मांग व्याप्योचित है ?
- (ii) विवाद के पक्षकारों का विवरण, जिसमें अन्तर्बलित स्थापन या उपक्रम का नाम और पता भी सम्मिलित हो ।
 - (1) नियोजक : ईस्ट इंडियन कोल कम्पनी लिमिटेड, बरारी जीलगोरा कोलियरीज, डाकघर जीलगोरा, धनबाद ।
 - (2) कर्मकार: बरारी और जीलगोरा कोलियरीज के इंजीनियरी विभाग के कर्मचारी ।
- (iii) यदि कोई संघ प्रश्नगत कर्मकारों का प्रतिनिधित्व करता है तो उसका नाम ।

बिहार कोल माइनर्स यूनियन ।
- (iv) प्रभावित उपक्रम में नियोजित कर्मकारों की कुल संख्या ।

3849 (लगभग)
- (v) विवाद द्वारा प्रभावित या सम्भाव्यतः प्रभावित होने वाले कर्मकारों की प्राक्कलित संख्या ।

198 (लगभग)

मध्यस्थ का निर्णय हम पर बाबद्धकर होगा । (हम यह भी करार करते हैं कि पक्षकार मध्यस्थ का निर्णय मानेंगे । मध्यस्थ अपना पंचाट अधिसूचना के राजपत्र में छपने की तारीख से चार महीने की कालावधि या इतने और समय के अन्दर भीतर देगा जो हमारे बीच पारस्परिक लिखित करार

द्वारा बढ़ाया जाय। यदि पूर्व वर्णित कालावधि के भीतर पंचाट नहीं दिया जाता तो माध्यस्थम के लिए निर्देश स्वतः रह ही जायगा और हम नए माध्यस्थम के लिए बातचीत करने को स्वतंत्र होंगे।

पक्षों के हस्ताक्षर

नियोजकों का प्रतिनिधित्व करने वाले:

कर्मकारों का प्रतिनिधित्व करने वाले:

1. ह०।-एस० के० नरगुंदकर, कार्यकारी सलाह-कार इस्ट इंडियन कोल कम्पनी लिमिटेड।
2. ह०।-ए० के० चटर्जी, कोलियरी अधीक्षक, बरौरी/जिलगोरा कालियरीज
- 3-ह०।-पी० के० मजुम्मदार, प्रशासकीय अधि-कारी, इस्ट इंडियन कोल क० लि०।

- 1-ह०।- प्रीतिषा खन्दा, अध्यक्ष, बिहार कोल माइनर्स यूनियन।
- 2-ह०।- अनिल सरकार, सचिव, बिहार कोल माइनर्स यूनियन।

साक्षी

1.
2.

[सं० 8/133/70-एल०आर०-2]

(Department of Labour and Employment)

CORRIGENDUM

New Delhi, the 10th November 1970

S.O. 3925.—In the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 786, dated the 18th February, 1970, published on pages 1155-1156 of the Gazette of India, Part II, Section 3, sub-section (ii), dated the 28th February, 1970—

On page 1156, in line 13 for "General Secretary" read "General Manager".
[No. 5/6/70-LRIL]

P. C. MISRA, Under Secy.

श्रम और रोजगार विभाग

शुद्धि पत्र

नई दिल्ली, 10 नवम्बर 1970

क्र० आ० 3925 — भारत के राजपत्र, तारीख 28 फरवरी, 1970, भाग II, खण्ड 3, उपखण्ड (ii) के पृष्ठ 1155-1156 पर प्रकाशित भारत सरकार के श्रम, रोजगार और पुनर्वासि मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 786, तारीख 18 फरवरी, 1970 में—

पृष्ठ 1156 पर, पंक्ति 13 में "जेनरल से क्रेटरी" के स्थान पर "जेनरल मैनेजर" पढ़िए।

[सं० 5/6/70 एल०आर० II]

पी० सी० मिश्र, अवर सचिव।

(Department of Labour and Employment)

ORDER

New Delhi, the 7th November 1970

S.O. 3926.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Ruby General Insurance Company Limited, Lucknow and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication,

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of the Ruby General Insurance Company Limited, Lucknow in keeping Shri Mahabali Choudhary, Office Assistant under suspension from the 27th November, 1969 and ultimately dismissing him from services from the 6th August, 1970 was justified? If not to what relief the workman is entitled"

[40/28/70-LR I.]

U. MAHABALARAO, Dy Secy

(श्रम और रोज़गार विभाग)

आज्ञा

सई दिल्ली, 7 नवम्बर 1970

का आ० 3926 —यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में रुबी जनरल इश्योरेस कंपनी लिमिटेड, लखनऊ से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वाछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (i) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त विवाद को उक्त अधिनियम की धारा 7—क के अधीन गठित औद्योगिक अधिकरण जबलपुर को न्याय-निर्णयन के लिए निर्देशित करती है ।

अनुसूची

"क्या रुबी जनरल इश्योरेस कंपनी लिमिटेड, लखनऊ के प्रबन्धतंत्र की श्री महाबली चौधरी कार्यालय सहायक को 27 नवम्बर, 1969 से निलम्बित रखने और अतः उसे 6 अगस्त, 1970 से सेवा से पदच्युत करने की कार्यवाही न्यायोचित थी ? यदि नहीं तो कर्मकार किस अनुतोष का हकदार है ?"

[स० 40/28/70—एल० आर० I]

यु० महाबलराव, उप सचिव ।

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 3rd November 1970

S.O. 3927.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Settlement Officers (Sales)/(Accounts) and Additional Settlement Officers (Sales)/(Accounts) in the

Rehabilitation Department of the Punjab Government as Settlement Officers, for the purpose of performing, in addition to their own duties as Settlement Officers (Sales)/(Accounts) and Additional Settlement Officers (Sales)/(Accounts) the functions assigned to a Settlement Officer by or under the said Act, in respect of acquired urban and rural evacuee properties and urban and rural agricultural lands forming part of the compensation pool, transferred to the State Government in a 'package deal' or under the administrative and financial arrangements.

[No. 3(2)/IR/69.]

(पुनर्वास विभाग)

मु. अ. बन्दोबस्त आर्युक्त का कार्यलय

नई दिल्ली, 3 नवम्बर, 1970

एन० प्रो० 3927.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम 1954 (1954 का 44) के खण्ड 3 के उप खण्ड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इसके द्वारा पंजाब सरकार के पुनर्वास विभाग में बन्दोबस्त अधिकारी (बिक्री) / (ख़ा) और प्रतिरिक्त बन्दोबस्त अधिकारी (बिक्री) / (ख़ा) को बन्दोबस्त अधिकारी (बिक्री) / (ख़ा) और प्रतिरिक्त बन्दोबस्त अधिकारी (बिक्री) / (ख़ा) के कार्य के अलावा उक्त अधिनियम द्वारा या उसके अधीन पैकेज डील या प्रशासनिक तथा वित्तीय व्यवस्थाओं के अन्तर्गत आने वाली अर्जित शहरी तथा ग्रामीण निष्क्रान्त सम्पत्तियों तथा शहरी और ग्रामीण कृषि भूमि से संबंधित बन्दोबस्त अधिकारी को सौंपे गए कार्यों के निष्पादन के लिए बन्दोबस्त अधिकारी के रूप में नियुक्त करती है।

[संख्या 3(2)/एल.आर./69]

S.O. 3928.—In exercise of the powers conferred on the Chief Settlement Commissioner by Section 34(2) of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), he hereby delegates to the Deputy Secretary in the Rehabilitation Department of the Punjab Government exercising the powers of the Auth: Chief Settlement Commissioner, his powers under Rule 90(11) and 90(12) for the purpose of disposal of acquired urban and rural evacuee properties and urban and rural agricultural lands forming part of the compensation pool, transferred to the State Government in 'package deal' or under administrative and financial arrangements.

[No. 3(2)/IR/69.]

एन० प्रो० 3928.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम 1954 (1954 का 44) की धारा 34(2) द्वारा मुख्य बन्दोबस्त आर्युक्त को दी गई शक्तियों का प्रयोग करते हुए वे इसके द्वारा नियम 90(11) तथा 90(12) अधीन राज्य सरकार को पैकेज डील या प्रशासनिक तथा वित्तीय व्यवस्थाओं के अन्तर्गत हस्तान्तरित किए गए मुआवजा भंडार के भीतर आने वाली अर्जित शहरी तथा ग्रामीण सम्पत्तियों तथा शहरी और ग्रामीण कृषि भूमियों के निपटारे के लिए अपनी शक्तियों को प्राधिकृत मुख्य बन्दोबस्त आर्युक्त की शक्तियों का प्रयोग करने वाले पंजाब सरकार के पुनर्वास विभाग में उप सचिव को सौंपते हैं।

[संख्या 3(2)/एल.आर./69]

S.O. 3929.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Assistant Settlement Officers (Sales)/(Accounts) in the Rehabilitation Department of the Punjab Government as Managing Officers, for the purpose of performing, in addition to their own duties as Assistant Settlement Officers (Sales)/(Accounts), the functions assigned to a Managing Officer by or under the said Act, in respect of acquired urban and rural evacuee properties and urban and rural agricultural lands forming part of the compensation pool, transferred to the State Government in a 'package deal' or under the administrative and financial arrangements.

[No. 3(2)/LR/69.]

एस०ओ० 3929 —विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम 1954 (1954 का 44) के खण्ड 3 के उप खण्ड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इसके द्वारा पंजाब सरकार के पुनर्वास विभाग में सहायक बन्दोबस्त अधिकारी (बिन्ती) (लेखा) को अपने सहायक बन्दोबस्त अधिकारी (बिन्ती)/(लेखा) के कार्य के अलावा उक्त अधिनियम द्वारा या उसके अधीन पैकेज डील या प्रशासनिक तथा वित्तीय व्यवस्थाओं के अन्तर्गत राज्य सरकार को हस्तान्तरित किए गए मुआवजा भंडार के अन्तर्गत आने वाली अर्जित शहरी तथा ग्रामीण सम्पत्तियों तथा शहरी और ग्रामीण कृषि भूमि से संबंधित सहायक बन्दोबस्त अधिकारी को सौंपे गए कार्यों के निष्पादन के लिए सहायक बन्दोबस्त अधिकारी के रूप में नियुक्त करती है।

[संख्या 3(2)/एल० आर /69]

S.O. 3930.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Assistant Settlement Officers (Sales)/(Accounts) in the Rehabilitation Department of the Punjab Government as Managing Officers, for the purpose of performing, in addition to their own duties as Assistant Settlement Officers (Sales)/(Accounts) the functions assigned to a Managing Officer by or under the said Act, in respect of acquired urban and rural evacuee properties and urban and rural agricultural lands forming part of the compensation pool, transferred to the State Government in a 'package deal' or under the administrative and financial arrangements.

[No. 3(2)/LR/69.]

W G. PATHAK, Jt Secy
Chief Settlement Commissioner-cum

एस०ओ० 3930 —विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम 1954 (1954 का 44) के खण्ड 3 के उप खण्ड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इसके द्वारा पंजाब सरकार के पुनर्वास विभाग में सहायक बन्दोबस्त अधिकारी (बिन्ती) (लेखा) को अपने सहायक बन्दोबस्त अधिकारी (बिन्ती)/(लेखा) के कार्य के अलावा उक्त अधिनियम द्वारा या उसके अधीन पैकेज डील या प्रशासनिक तथा वित्तीय व्यवस्थाओं के अन्तर्गत राज्य सरकार को हस्तान्तरित किए गए मुआवजा भंडार के अन्तर्गत आने वाली अर्जित शहरी तथा ग्रामीण निष्क्रान्त सम्पत्तियों तथा शहरी और ग्रामीण कृषि भूमि से संबंधित प्रबन्ध अधिकारी को सौंपे गये कार्यों के निष्पादन के लिए प्रबन्ध अधिकारी के रूप में नियुक्त करती है।

[संख्या 3(2) 'एल० आर' /69]

वा० ग० पाठक,

मुख्य बन्दोबस्त आयुक्त तथा सयुक्त सचिव।

CENTRAL BOARD OF DIRECT TAXES

(INCOME-TAX)

New Delhi, the 31st July, 1970

S. O. 3931 —In exercise of the powers conferred by Section 126 of the Income-tax Act 1961 (43 of 1961) the Central Board of Direct Taxes hereby makes the following addition to the Schedule annexed to its Notification No. 1 (F No. 55/233/63-IT) dated 18th May, 1964

After Serial No. 58 in the said Schedule, the following item shall be added :

(1)	(2)	(3)	(4)	(5)	(6)
59	Persons not domiciled in India and not previously assessed or assessable anywhere in India who apply for a certificate under sub-section (1) of Section 230 of the Income-tax Act, 1961, to the Income-tax Officer, Foreign Section, Ramanathapuram.	Income-tax Officer Foreign Section, Ramanathapuram.	IAC of IT who has been appointed to perform the functions of an IAC of IT in respect of Foreign Section, Ramanathapuram.	AAC of IT who has been entrusted with powers to hear appeals against the decision of ITO Ramanathapuram.	The Commissioner of Income-tax having jurisdiction over the Income-tax Officer, Ramanathapuram.

[No. 13 F. No. 187/11/70-IT(A1)]

S. N. SHENDE, Under Secy.

[हिन्दी प्रत्यक्ष कर बोर्ड]

(आयकर)

नई दिल्ली, 31 जुलाई 1970

एस० नो० 3931—आयकर अधिनियम, 1961 (1961 का 43) की धारा 126 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड अपनी अधिसूचना सं० 1 (एफ० सं० 55/233/63 आई० टी०) तारीख 18 मई, 1964, से उपाबद्ध अनुसूची में निम्नलिखित और जोड़ता है ।

उक्त अनुसूची में क्रम सं० 5 के पश्चात, निम्नलिखित मद जोड़ दी जायगी :

(1)	(2)	(3)	(4)	(5)	(6)
59	भारत में अनिवासी व्यक्ति जिनका भारत में किसी भी स्थान पर पूर्वतन निर्धारण नहीं हुआ या जो निर्धार्य नहीं है, जो आयकर अधिनियम 1961 की धारा 230 की उप-धारा (1) के अधीन प्रमाणपत्र के लिए	आयकर, अधिकारी, विदेश अनु-भाग रामा-नाथापुरम	सहायक आयकर आयुक्त (निरीक्षण) जिसे विदेश अनुभाग रामनाथा-पुरम की बाबत सहायक आयकर आ-	सहायक आयकर आयुक्त (अपील) जिसे आयकर अधिकारी रामानाथापुरम के विनिश्चय के विरुद्ध अपीलें सुनने	आयकर अधिकारी रामानाथापुरम पर अधिकारिता रखने वाला आयकर आ-

(1)	(2)	(3)	(4)	(5)	(6)
आयकर अधिकारी, विदेश अनुभाग, राम- नाथापुरम, को आवे- दन देते हैं।			युक्त (निरी- क्षण) के कृत्यों का पालन करने के लिए नि- युक्त किया गया है।	की शक्तियों से विनिहित किया गया है।	

[सं० 13/एफ० सं० 187/11/70-आई० टी० (ए 1)]

एस० एन० शेट्टी, अवर सचिव।

MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT AND CO-OPERATION

(Department of Agriculture)

New Delhi, the 23rd November 1970

S.O. 3932.—Whereas certain draft rules further to amend the Myrobalan Grading and Marking Rules, 1962, were published, as required by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), (herein after referred to as the said Act) at page 4122 of the Gazette of India, part II, Section 3, Sub-section (ii) dated the 27th September, 1969 with the notification of the Government of India in the Ministry of Food, Agriculture, Community Development and Cooperation, (Department of Agriculture), No. S.O. 3857, dated the 11th September 1969 inviting objections and suggestions from all persons likely to be affected thereby till the 10th October, 1969;

And whereas the said Gazette was made available to the public on the 27th September, 1969;

And whereas no objections or suggestions have been received from the public;

Now, therefore, in exercise of the powers conferred by section 3 of the said Act, the Central Government hereby makes the following rules, namely:—

1. These rules may be called the Myrobalan Grading and Marking (Amendment) Rules, 1970.

2. In the Myrobalan Grading and Marking Rules, 1962, in Schedule II:—

(i) for the existing item 2 and entries relating thereto, the following item and entries shall be substituted, namely:—

1	2	3	4	5	6
"2.	Crushed C.I.I. No. 1 International	3%	10%	3%	Shall be made from whole nuts of J. I. Quality of Schedule I"

(ii) after item 5, the following item and entries shall be inserted, namely:—

1	2	3	4	5	6
“6.	Non-specified Grade X. . .	—	—	—	May consist of dust, chicken feed and kernel seeds and crush, in any proportion as required by the buyer. The tan-in content should not be less than 35%. The material shall be free from foreign matter. This grade can be exported against firm order only.

[No. F. 13-2/10-L.A.]

K RAJAN, Under Secy

खाद्य, कृषि, पशुवैद्यक विकास और सहकारिता मंत्रालय

(कृषि विभाग)

नई दिल्ली, 23 नवम्बर 1970

का० अ० 3932.—यतः कृषि-उपज (श्रेणीकरण और चिन्हन) अधिनियम, 1937 (1937 का 1 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है)) की धारा 3 की अपेक्षानुसार हरड़ श्रेणीकरण और चिन्हन नियम, 1962, में और आगे संशोधन करने के लिए कतिपय प्रारूप नियमों को भारत के राजपत्र भाग 2 खण्ड 3 उपखण्ड, (ii) तारीख 27 सितम्बर, 1969 के पृष्ठ 4123 और 4124 पर भारत सरकार के खाद्य, कृषि सामुदायिक विकास और सहकारिता मंत्रालय (कृषि विभाग) की अधिसूचना सं० का० अ० 3857 तारीख 11 सितम्बर, 1969 के साथ प्रकाशित किया गया था जिसमें 10 अक्टूबर, 1969 तक उन सभी व्यक्तियों से आक्षेप और सुझाव आमंत्रित किये गये थे जिनका उनसे प्रभावित होना संभाव्य था ;

और यतः उक्त राजपत्र 27 सितम्बर, 1969 को जनसाधारण को उपलब्ध कर दिया गया था ;

और यतः जन साधारण से कोई आक्षेप या सुझाव प्राप्त नहीं हुए हैं ;

अतः अब उक्त अधिनियम की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा निम्नलिखित नियम बनाती है, अर्थात् :—

1. ये नियम हरड़ श्रेणीकरण और चिन्हन (संशोधन) नियम, 1970 कहे जा सकेंगे ।

2. हरड़ श्रेणीकरण और चिह्नन नियम, 1962 में, अनुसूची 2 में, —

(i) विद्यमान मद 2 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित मद और प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात :—

1	2	3	4	5	6
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"2. कुचला हुआ सी०आई०आई० सं० 1 अन्तर्राष्ट्रीय	3 प्रति- शत	10 प्रति- शत	3 प्रति- शत	अनुसूची 1 की नई प्रविष्टि लिटी की साबुत हरड़ों से बनाया जायगा।"	

(ii) मद 5 के पश्चात, निम्नलिखित मद और प्रविष्टियां अन्तः स्थापित की जाएंगी, अर्थात :—

1	2	3	4	5	6
<hr/>					
"6. अविनिर्दिष्ट श्रेणी 10	—	—	—	—	इसमें बुकनी, चूजों का चारा तथा गिरियां और चूरा ऐसे अनुपात में रहेंगे जिसकी क्रेता अपेक्षा करे। टैनिन अन्तर्बस्तु 35 प्रतिशत से कम नहीं होनी चाहिए। सामग्री बाह्य तत्वों से रहित होनी चाहिए इस श्रेणी का निर्णय केवल निश्चित आर्बंर पर ही किया जा सकेगा।

[संख्या 13-2/70-एल० ए०]

के० राजन, अव्वर सचिव।